ORDINANCE No. 118109

COUNCIL BILL No. ~~[illegible]~~ 111212

The City of Seattle--Legisla

INDEXED

REPORT OF COMMIT

Honorable President:

Your Committee on

to which was referred the within Council Bill No.
report that we have considered the same and respectfully recom

4/24/96 Parks Public Grounds and Recreati

Full Council vote 8

Committee Chair

COMPTROLLER FILE No.

Introduced: 4-22-96	By: Donaldson
Referred:	To:
Referred:	To:
Referred:	To:
Reported: APR 29 1996	Second Reading: APR 29 1996
Third Reading: APR 29 1996	Signed: APR 29 1996
Presented to Mayor: APR 30 1996	Approved: MAY - 3 1996
Returned to City Clerk: MAY - 3 1996	Published: Title
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

The City of Seattle--Legislative Department

Date Reported
and Adopted

INDEXED

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was re. d the within Council Bill No. _____
report that we hav considered the sa.e and respectfully recommend that the same:

4/24/96 Parks Public Grounds and Recreation 3-0 Do Pass

Full Council vote 8-0

_____
Committee Chair

BL:cs
April 18, 1996

(Ver. 1)

ORDINANCE 118109

AN ORDINANCE relating to Seattle Center; authorizing execution of a revised Premises Use and Occupancy Agreement and a Construction Agreement with the Seattle Repertory Theatre, and establishing a Bagley Wright Theatre Maintenance, Repair, and Replacement Fund.

WHEREAS, since 1982, the Seattle Repertory Theatre has used and occupied the Bagley Wright Theatre at the Seattle Center, which theatrical facility was constructed with joint City and private funding as contemplated by Ordinance 106629 (1977 Seattle Center Capital Improvement Bond Issue); and

WHEREAS, the Seattle Repertory Theatre has long planned to add a Second Stage to the existing theater, as identified in the Seattle Center Master Plan and approved by Ordinance 28210; and

WHEREAS, the Seattle Repertory Theatre has arranged for the funds necessary to finance the construction and operation of a Second Stage; and

WHEREAS, the Seattle Repertory Theatre and The City of Seattle have agreed to amend the terms of the lease governing the operation of the existing Bagley Wright Theatre to provide greater programming flexibility for Seattle Repertory Theatre operations while requiring the Seattle Repertory Theatre to assume greater financial responsibility for costs of its operation; and

WHEREAS, Resolution 29212 authorized Seattle Center to conclude negotiations for a new lease with the Seattle Repertory Theatre, revising the terms governing the existing theater and incorporating a Second Stage; and

WHEREAS, those negotiations have now been concluded according to the terms outlined in Resolution 29212; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Center Director and recommended by the Mayor, the Seattle Center Director is authorized to execute, for and on behalf of The City of Seattle, a lease agreement with Seattle Repertory Theatre (SRT) substantially in the form of the agreement attached hereto and identified as "PREMISES USE AND OCCUPANCY AGREEMENT BETWEEN THE CITY OF SEATTLE & SEATTLE REPERTORY THEATRE," which replaces the amended Bagley Wright Theatre at Seattle Center Licensing Agreement authorized by Ordinances 109853 and 111381.

Section 2. As requested by the Seattle Center Director and recommended by the Mayor, the Seattle Center Director is authorized to execute, for and on behalf of The City of Seattle, a construction agreement with SRT substantially in the form of the agreement attached hereto and identified as "CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SEATTLE & SEATTLE REPERTORY THEATRE," pursuant to which the Seattle Repertory Theatre is authorized to construct a second stage adjacent to and communicating with the Bagley Wright Theatre.

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BL:cs
April 18, 1996

(Ver. 1)

Section 3. The Seattle Center Director is also authorized to substitute, from time to time, without separate City Council authorization, but upon agreement with the Seattle Repertory Theatre, such revisions to one or more of the exhibits incorporated into the Construction Agreement and Premises Use and Occupancy Agreement respectively authorized in Sections 1 and 2 hereof, so long as the terms and conditions of such revised exhibits are not inconsistent with then-current City policies and procedures.

Section 4. The Director of Finance, in consultation with the Seattle Center, is authorized to establish as an interest-bearing expendable trust fund, the "Bagley Wright Theatre Maintenance, Repair, and Replacement Fund," for the purpose of accumulating and expending both City funds appropriated for the maintenance, repair, and replacement of elements of the Bagley Wright Theatre and contributions received from the Seattle Repertory Theatre for such purposes. The Bagley Wright Theatre Maintenance, Repair, and Replacement Fund shall be a non-budgeted fund of the City.

Section 5. The Director of Finance, in consultation with the Seattle Center, is authorized to transfer any appropriation made for the maintenance, repair, or replacement of any portion of the Bagley Wright Theatre into the fund created in Section 4 above.

Section 6. Any ac[illegible]nsistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 7. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 29 day of April, 19 96, and signed by me in open session in authentication of its passage this 29 day of April, 19 96.

Jan Drago
President of the City Council

Approved by me this 3 day of May, 19 96

Norman B. Rice
Mayor

Filed by me this 3 day of May, 19 96

Judith E. Pippin
City Clerk

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SEATTLE CENTER
BRINGING IT ALL TOGETHER

FILED
CITY OF SEATTLE
96 MAY 10 AM 10: 38
CITY CLERK

INTEROFFICE MEMO

To: City Clerk

From: Barbara Lewy

Subject: **Signed Use and Occupancy Agreement with the Seattle Repertory Theatre, as contemplated by Ordinance 118109**

Date: May 9, 1996

CC: Ben Moore, Gordy Davidson, Pat Morosic

The attached duly signed and notarized document should become part of the above-referenced ordinance file.

As authorized in the ordinance, there may from time to time be changes to or substitutions of Agreement Exhibits which would supercede those in the attached document. These will be sent to your office with a transmittal form similar to the one attached hereto.

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INTEROFFICE MEMO

To: City Clerk

From: Virginia Anderson

Subject: **MODIFICATION OF EXHIBIT IN FACILITY USE AND OCCUPANCY AGREEMENT BETWEEN SEATTLE REPERTORY THEATRE &THE CITY OF SEATTLE**

Date:

CC: Ben Moore, Pat Morosic

Pursuant to line __ , page ___, of Ordinance 118109, we submit the following modifications to above-referenced Agreement. The attached pages:

- ☐ Supercede existing Exhibit ___ as adopted or most recently superceded
- ☐ Supplement Exhibit ___ as adopted or most recently superceded
- ☐ Supercede pages _____ of Exhibit _____ as adopted or most recently superceded

Number of pages attached: _____

SEATTLE REPERTORY THEATRE concurring:

_____

By: Ben Moore

_____

Date:

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CITY OF SEATTLE
96 MAY 10 AM 10: 38
CITY CLERK

NEW PREMISES CONSTRUCTION AGREEMENT

BETWEEN

THE CITY OF SEATTLE

&

SEATTLE REPERTORY THEATRE

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NEW PREMISES CONSTRUCTION AGREEMENT
BETWEEN
THE CITY OF SEATTLE
&
SEATTLE REPERTORY THEATRE

THIS CONSTRUCTION AGREEMENT ("Agreement") is entered into by and between THE CITY OF SEATTLE, a municipal corporation (hereinafter "City"), by and through the Director of the Seattle Center Department (hereinafter "Director") and the SEATTLE REPERTORY THEATRE, a Washington not-for-profit corporation (hereinafter "SRT") by and through its Managing Director.

FOR & IN CONSIDERATION of the mutual covenants and agreements hereinafter specified to be kept and performed by the Parties hereto, including but not limited to the construction by SRT of an addition to the Bagley Wright Theatre at Seattle Center as described in this Construction Agreement, the parties hereto agree as follows:

1. DEFINITIONS

The following words and terms shall have the following meanings for the purposes of this Construction Agreement. Terms not defined herein shall be given their usual and customary meaning.

A. "City" means The City of Seattle.

B. "Construction Premises" means the real property described in Section 3 hereof.

C. "Director" means the Director of the City's Seattle Center Department or such official's designee.

D. "Facility" means the new, approximately 25,000 square foot, two (2) story addition to the south side of the Bagley Wright Theatre at Seattle Center containing a new, live theatrical performance hall seating approximately 284 people on the main floor and in a balcony and connecting with circulation corridors for the existing Bagley Wright Theatre at the lobby and back of house that is to result from the Project.

E. "Facility Use & Occupancy Agreement" means the agreement by that name between the City and SRT regarding the use, occupancy and maintenance of the Bagley Wright Theatre at Seattle Center and a new, approximately 25,000 square foot, approximately 284-seat, live theatrical performance facility to be constructed by SRT pursuant to this Construction Agreement.

F. "Project" means the work to be undertaken pursuant to this Construction Agreement to complete the construction of the Facility, all consistent with plans and specifications that have been approved by the Director and are further identified in Exhibit A.

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G. "Seattle Center Project Coordinator" means the Seattle Center staff person designated by the Director, from time to time, by notice, and assigned to monitor the Project and serve as liaison between SRT and the Director regarding the Project.

H. "SMC" means the Seattle Municipal Code.

I. "SRT" means the Seattle Repertory Theatre.

J. "SRT Project Manager" means the SRT staff person designated by the SRT Managing Director, from time to time, by notice, and assigned to monitor the Project and serve as liaison between SRT and the Director regarding the Project.

2. TERM

This Construction Agreement shall be effective on November 1, 1995, and, unless terminated earlier pursuant to the provisions hereof, shall expire on May 31, 1997, for all purposes except the performance of warranty work under the agreement between SRT and its general contractor for the Project and the performance of indemnification obligations specified in this Agreement.

3. CONSTRUCTION PREMISES

The City hereby authorizes SRT to use and occupy solely for the purpose of completing the Project, that portion of the Seattle Center and Block 34, D. T. Denny's Home Addition to the City of Seattle, as recorded in Volume 3 of Plats, page 115, Records of King County, Washington, together with the alley therein vacated by Ord. 90267) that is bounded by the following line: From the Southwestern corner of the existing Bagley Wright Theatre building at the Seattle Center (the "True Point of Beginning"), East along the Southern exterior wall of said building past the Southeastern corner on a projection from said Southern exterior wall to a point on the outer edge (Eastern side) of the sidewalk running approximately North-South immediately adjacent to the front (Eastern) side of said building; then North on said sidewalk's Eastern edge to a point on said sidewalk that would intersect a projection Easterly from the point on the Northern exterior building wall at which the curving roofline over the main entrance to said building connects to the Northern exterior wall of said building; then East across the lawn area that is adjacent to said sidewalk, along the line that is projected perpendicularly Easterly from the Northern exterior wall of said building for approximately fifty-six feet (56') to a point approximately twenty feet (20') West of the Western curbline for the former right-of-way for 2nd Avenue North; then South approximately two hundred four feet (204') along a line parallel to but twenty feet (20') West of the Western curbline for the former right-of-way for 2nd Avenue North; then East ten feet (10') to a point on the arc of a curve to the Northeast having a radius of approximately thirty (30) feet; then initially Northeasterly and subsequently Northwesterly along the arc of said curve, to a point where said curve intersects the Western curbline for the former right-of-way for 2nd Avenue North; then North along said curbline to the point that it intersects a line projecting East from the Southeastern-most portion of the Southern exterior wall of the existing Bagley Wright Theatre building; then East along said

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projected line ten feet (10') to a point thirty feet (30') West of the Eastern curbline of the former right-of-way for 2nd Avenue North; then South along a line twenty feet (20') West of and parallel to the Eastern curbline for the former right-of-way for 2nd Avenue North for a distance of one hundred fifteen feet (115') to its intersection with the Northern curbline for the former right-of-way for Republican Street; then West along said curbline for a distance of approximately thirty-five feet (35'): then Northwesterly at an angle of approximately forty-five degrees (45°) West approximately twelve feet (12') to a point six feet (6') North of said curbline; then West, parallel with said curbline two hundred twenty-eight feet and six and one-half inches (228' 6½'); then Southwest at an angle of approximately forty-five degrees (45°) South, approximately twelve feet (12') to a point on said curbline; then West along said curbline to its intersection with the Eastern curbline for Warren Avenue North; then North along said Warren Avenue North curbline for one hundred seventeen and one-half feet (117½'); then East to the Western exterior wall of the Bagley Wright Theatre building; then South along said Western exterior wall to the True Point of Beginning; all as depicted on the attached Exhibit B (which property shall hereinafter referred to as the "Construction Premises").

4. ACCEPTANCE OF CONSTRUCTION PREMISES

SRT has examined the Construction Premises, has had a reasonable opportunity to obtain inspections and reports of professionals regarding the same, and has determined, after such examination, that the Construction Premises are suitable for the construction and completion of the Project contemplated herein and for subsequent use and occupancy by SRT under the separate Facility Use & Occupancy Agreement. **SRT ACCEPTS THE CONSTRUCTION PREMISES** in their condition as of November 1, 1995, **AS IS, WITH ALL DEFECTS, AND ASSUMES ALL RISK** that one or more defects exist in the Construction Premises. **CITY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND**, express or implied, with respect to the condition of the Construction Premises or the use and occupancy authorized therein other than those specified in this Construction Agreement. SRT agrees that any express or implied representations, statements, or warranties made by or on behalf of City prior to the effective date of this Construction Agreement, unless expressly set forth in this Construction Agreement, have been effectively revoked and withdrawn and have no force or effect whatsoever.

5. PROJECT FINANCING; REIMBURSEMENT OF CERTAIN CITY COSTS

Project financing shall be the sole responsibility of SRT. SRT shall secure, provide, and pay for all designs, plans and specifications, financing, labor, material and equipment necessary to perform all work associated with the Project. In addition (and in consideration for the foregoing by City of any revenue generated from concession sales in and from the Old Premises under the Facility Use & Occupancy Agreement), SRT shall reimburse all City costs (including those for employee benefits) incurred in employing a City "Program Manager III" for City project management activity associated with SRT's development of the New Premises pursuant to this Agreement, including all time expended by such employee on such project from and after the commencement date of this Agreement, up to a maximum reimbursement of $35,000. Such

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reimbursement shall be paid by SRT within thirty (30) days after the date of each City invoice for the same.

6. NO REPRESENTATION OR LIABILITY CREATED BY CITY APPROVAL OF PLANS & TECHNICAL SPECIFICATIONS

The approval of any Project plans or specifications by any Seattle Center official shall not and does not constitute an opinion or representation by the City as to their compliance [illegible] any law or ordinance or their adequacy for other than the Seattle Center Department's [illegible] purposes; and such approval shall not create or form the basis of any liability on the part of the City or any of its officers, employees or agents for any injury or damage resulting from any inadequacy or error therein or any failure to comply with applicable law, ordinance, rule or regulation.

7. PROJECT MANAGEMENT & COORDINATION

A. Project Manager & Coordinator. Not later than five (5) days after the full execution of this Construction Agreement, SRT shall give notice to the Director identifying the SRT Project Manager by name and both business and home telephone numbers, and the Seattle Center shall give notice to SRT identifying the Seattle Center Project Coordinator by both name and business and home telephone numbers. In the event either such person is replaced, the party making such change in personnel shall provide notice to the other pursuant to Subsection 14.A hereof no later than the effective date of such replacement, identifying such replacement's name and business and home telephone numbers.

B. Coordination Meetings. SRT's Project Manager shall schedule and hold on not less than a bi-weekly basis, Project Construction Meetings with the Seattle Center Project Coordinator, and otherwise keep the Seattle Center Project Coordinator informed of the time and place of each regular and special meeting between the SRT Project Manager and the SRT's Project contractor to enable the Seattle Center Project Coordinator to attend, become informed about the status of the Project, participate in discussions and present the Seattle Center's position with respect to matters being discussed. The SRT Project Manager shall also participate in such separate meetings with the Seattle Center Project Coordinator and, at the Dire[illegible]'s option, with the Director's designee, as are scheduled by the Seattle Center Project Coord[illegible] with at least three (3) day's prior notice.

C. Status Reports. Within seven (7) days after the receipt by SRT of the Project Construction Progress meeting minutes, change orders, and Project contractor's monthly estimates, SRT shall deliver a copy of each of the same to the Seattle Center Project Coordinator.

D. Consultation Required Before Architect's Acceptance of Tree Locations & Provisional Acceptance of Lawns & Planting Materials. SRT shall require its Architect to consult with the Seattle Center Project Coordinator or such official's designee before such Architect determines, pursuant to §3.02.B of the July 31, 1995 Project Manual, the location of

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all trees to be planted on the Construction Premises, and before such Architect issues any provisional acceptance of the lawn areas of the Construction Premises pursuant to §3.04.B of such Project Manual, or of any planting materials pursuant to §3.04.B of such Project Manual.

E. Contacts & Discussions Among SRT, City & Architect or Construction Contractor. As between Seattle Center's personnel and SRT, the SRT Project Manager shall be the sole individual authorized to give SRT's architect or construction contractor binding instructions and/or decisions with respect to the Project, regardless of whether the origin of such instruction is SRT, Seattle Center, or any of their respective representatives, or any individual, firm, partnership, corporation, foundation, trust, or other person or entity that desires to or does donate funds to SRT for the Project (hereafter collectively called "Donors"). Nothing herein shall limit the authority of City, in its governmental and regulatory capacity, to issue instructions and directives to SRT's architect or construction contractor. The SRT Project Manager shall notify SRT's architect and construction contractor that neither the architect nor the construction contractor is to act on any instructions by or on behalf of Seattle Center or any representative thereof or Donors thereto with respect to the Project except through the SRT Project Manager. The Project's construction contract shall provide for the construction contractor's liability for taking action on any instruction or direction given by a person other than the SRT Project Manager. Notwithstanding the foregoing, the Seattle Center Project Coordinator may discuss the Project, and express concerns and/or desired changes with respect to the design, construction or any other aspect of the Project directly with SRT's architect and construction contractor without prior clearance from the SRT Project Manager but as soon as is reasonably possible after each such event, the Seattle Center Project Coordinator shall advise the SRT Project Manager of such discussion. The SRT Project Manager shall advise the architect and construction contractor to provide the Seattle Center Project Coordinator such information as such City official requests.

F. Seattle Center Project Coordinator's Review of Design Plans and Specifications, Changes Thereto, & Construction.

(1) The SRT Project Manager shall ensure that the Seattle Center Project Coordinator is provided the opportunity to become actively involved and to serve as an equal participant in on-going decision-making with respect to the design and construction of the exterior surfaces of the Project including but not limited to the relandscaping of the Construction Premises, and all aspects of the Facility with respect to which any responsibility for maintenance is to be assumed by City under the Facility Use & Maintenance Agreement whether such decision-making occurs during the design phase or the construction phase of the Project. In this connection, and in recognition that the Facility is being designed and built specifically for SRT's use and must meet SRT's needs, the SRT Project Manager shall ensure that in the periodic Construction Meetings and otherwise, as necessary, from the date this Agreement is fully executed until final completion of the Project, the Seattle Center Project Coordinator is provided a reasonable opportunity to review and comment on all design features of the Project, as well as on specific Project designs, plans, and specifications, and changes thereto, including both functional or aesthetic components, and on the status of construction progress. Any question regarding whether or not a design, plan or specification change or a construction related matter requires review and participation by the Seattle Center Project Coordinator shall be resolved in favor of its being significant and warranting the involvement of the Seattle Center Project

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Coordinator in decision-making with respect thereto. The SRT Project Manager shall also ensure that a copy of each Request for Information, change request and construction change directive is provided to the Seattle Center Project Coordinator within three (3) calendar days after SRT's receipt of each such document, and that a copy of each such document that was received by SRT prior to the full execution of this Agreement is made available after the date this Agreement is fully executed, for inspection and copying, at no charge to City, by the Seattle Center Project Coordinator during normal SRT business hours.

(2) The Seattle Center Project Coordinator shall review and provide comment, as contemplated in this subsection, in an expeditious and reasonable manner so as to not unreasonably delay the Project; Provided, that in the event the Seattle Center Project Coordinator's review of, and comment on, any particular design, plan, or specification element or any proposed change thereto is required on or by a particular date and time, the SRT Project Manager shall provide reasonable advance notice to the Seattle Center Project Coordinator of such need and identify the specific date by when such review and comment must be completed and provided. If, in the exercise of his or her reasonable discretion under the circumstances, the SRT Project Manager determines that the Seattle Center Project Coordinator's response is required so quickly that there is insufficient time to allow for written notice of the need for such official's review and comment by the critical date, such notice may be given orally, but shall then be immediately confirmed in writing by the SRT Project Manager.

(3) Except as provided in Subsection 7.F.(4) of this Agreement, in the event that no comment is received by the SRT Project Manager on or by the specified date for response, from or on the behalf of the Seattle Center Project Coordinator, and provided reasonable advance notice has been provided to the Seattle Center Project Coordinator as contemplated herein, then Seattle Center staff shall be deemed to have waived its opportunity to review and comment on the particular matter(s) made available for review and comment, and SRT may proceed as if the Seattle Center Project Coordinator had reviewed and commented consistent with the SRT Project Manager's decision with respect to the reviewable matter(s).

G. Change Orders Permitted at SRT Project Manager's Discretion. In circumstances where the securing of the Seattle Center Project Coordinator's immediate response thereto is not feasible, the SRT Project Manager may approve the changes specified in this Subsection 7.G without the Seattle Center Project Coordinator's response. Such discretion shall be limited, however, to changes that will not result in a functional or aesthetic change to any exterior surface of the Facility or, in the Director's opinion, will not have an adverse effect on any structural, mechanical, electrical or other system associated with the Facility or any portion of the Facility with respect to which City has assumed maintenance responsibility under the Facility Use & Occupancy Agreement. Immediately after the SRT Project Manager's approval of any such change, the SRT Project Manager shall give the Seattle Center Project Coordinator notice of the making of such a change and the circumstances that made the Seattle Center Project Coordinator's immediate response thereto unfeasible.

H. Emergency Decisions. The SRT Project Manager may make any decision without the Seattle Center Project Coordinator's approval in an emergency situation where (i) the SRT Project Manager reasonably believes that destruction of property or injury to persons is likely to occur in the absence of such decision-making; (ii) there is no time to consult with the Seattle

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Center Project Coordinator prior to the making of the decision by the SRT Project Manager; and (iii) the SRT Project Manager's action in such circumstance was reasonable and limited to dealing with the emergency circumstance. Immediately after making any such decision, the SRT Project Manager shall give notice to the Seattle Center Project Coordinator of the nature of the emergency circumstance and the SRT Project Manager's decision with respect to such circumstance. The SRT Project Manager's authority to make emergency decisions pursuant to this subsection shall not be deemed to authorize the making of any final change in the design of the Facility without the Director's approval where such emergency decision-making (i) would result in a functional or aesthetic change in or to any exterior surface of the Facility or (ii) in the Director's opinion, would have an adverse effect on any structural, mechanical, electrical or other system associated with the Facility with respect to which City has assumed maintenance responsibility under the Facility Use & Occupancy Agreement.

I. Design Changes Initiated by SRT. SRT shall have an unrestricted and unlimited right to propose changes in the design of the Facility contemplated herein and modifications to the plans and specifications as last approved by the Director or any aspect thereof. Any such proposed design change may be implemented by SRT without Seattle Center approval unless such proposed change, in the opinion of the Seattle Center Project Coordinator or Director, (1) is structurally, mechanically or electrically unsafe or unsound, or may create a condition that makes the Facility structurally, mechanically or electrically unsafe or unsound; (2) would result in the exterior of the Facility being aesthetically unsatisfactory or incompatible with other structures at the Seattle Center; or (3) is inconsistent with the Seattle Municipal Code, the Revised Code of Washington, or any rule or regulation implementing any such legislation. Notwithstanding any of the foregoing, if any design change proposed by SRT would, in the opinion of the Director, (1) produce, if implemented, any functional or aesthetic change in any exterior surface of the Facility or the relandscaping of the Construction Premises from that contemplated in the plans and specifications last approved by the Director; or (2) have an adverse effect on any structural, mechanical, electrical or other system associated with the Facility; or (3) would have an adverse impact on any portion of the Facility with respect to which City has assumed maintenance responsibility under the Facility Use & Occupancy Agreement, then the Director's prior approval of such proposed change shall be required for the implementation thereof, which approval may be granted, withheld, or conditioned as the Director determines in the exercise of such official's sole discretion. In the event the Seattle Center Project Coordinator or Director disapproves any change proposed by or for SRT in the design of the Facility or in the plans and specifications last approved by the Director, or approval is granted for any such proposed change but subject to one (1) or more conditions, the Seattle Center Project Coordinator or Director shall give notice to the SRT Managing Director of such decision, the reason(s) for such decision, and if known, what action(s) could be taken by or for SRT to make such proposed change approvable by the Director outright or subject to one (1) or more conditions.

8. GENERAL REQUIREMENTS FOR PROJECT ACTIVITY

A. Delivery of Evidence of Required Permits. Within five (5) days after the full execution of this Construction Agreement, SRT shall deliver to the Seattle Center Project

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Coordinator evidence to the reasonable satisfaction of such City official that SRT has secured and is maintaining in full force and effect all required permits for completion of the Project.

B. Minimization of Adverse Impacts; Facilitation of Seattle Center Festival Activity.

(1) General Requirements. SRT shall protect from damage or destruction private and public property on or in the vicinity of the Construction Premises that is not scheduled for repair, replacement or removal. All Project-related demolition, construction, alteration, addition, improvement and other activity or work performed by or for SRT on the Construction Premises shall be carried out in a manner that minimizes any adverse impact on City property (including but not limited to the Bagley Wright Theater at Seattle Center) and the use thereof by the City or third parties, as well as on any private property in the vicinity of the Project. (For purposes of this requirement, the term "property" includes land, improvements lawfully occupying rights-of-way, trees, shrubbery and landscaping, survey markers and monuments, buildings and structures, conduits and pipes, fences, pavements, curbs, driveways, sidewalks, traffic buttons, paint striping and other channelization, and other property of any description whether shown on the drawings or not.) Without limiting the foregoing, SRT shall not block or otherwise unreasonably impede access to or use of any road or walkway at Seattle Center without prior written authorization by the Seattle Center Project Coordinator. SRT shall work closely with Seattle Center Project Coordinator to schedule construction activity to minimize construction impacts such as noise, dust and fumes. Periodically the Seattle Center Project Coordinator shall provide SRT with a list of events scheduled at Seattle Center to inform SRT and its Project Contractor of uses that may be adversely impacted by Project-related activity If, after consultation between the Director and the SRT Managing Director regarding the adverse impact that Project-related activity is likely to have or is actually having on one or more Seattle Center events and their joint effort to modify or reschedule such Project-related activity so as to minimize such adverse effect, the Director determines, in the exercise of such official's discretion, that an adverse impact is still likely to occur or occurring, the SRT Managing Director, upon receipt of notice from the Director, shall order the immediate suspension or cessation of the Project-related activity specified in such notice for the duration identified in such notice.

(2) Facilitation of Seattle Center Festival Activity. SRT shall ensure that the SRT Project contractor facilitates the undertaking of Seattle Center festival activity identified below in areas outside of the Construction Premises by (a) removing all construction trailers, equipment, materials from areas outside of the Construction Premises (including but not limited to the asphalt-paved area at the Southwest corner of the Construction Premises); (b) relocating all construction fencing to the inside (lawn turf) edge of the Construction Premises; and (c) discontinuing all construction-related activity on the outside of the Construction Premises. No later than one (1) week prior to the beginning date of each of the festival time periods specified below the SRT Project contractor shall complete the removing and relocating required by this subsection and sweep and repair all soft or damaged portions of paved areas outside of the Construction Premises that have been previously used by such contractor. SRT shall ensure that the SRT Project contractor does not engage in any construction-related activity outside of the Construction Premises at any time during any of the festival periods specified below, but nothing herein shall prohibit the use by such contractor of Seattle Center roadways to gain access to the Construction Premises. Without the prior, written consent of the Director, the SRT Project contractor shall not relocate its construction fencing to any area outside of the Construction

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Premises or use any area outside of the Construction Premises for the temporary storage of any construction trailer, equipment, or materials at any time prior to three (3) days after the closing date of each of the festivals as specified below. The opening and closing dates and duration of the festivals to be facilitated by the SRT Project contractor as provided herein are as follows:

"Northwest Folklife" Festival (May 24-27, 1996);
"Bite of Seattle" Festival (July 19-21, 1996); and
"Bumbershoot"™ Festival (August 30-September 2, 1996).

C. Liens Prohibited. SRT shall not suffer or permit any mechanic's or materialman's lien or any other lien to be filed against the Construction Premises by reason of any work, labor, service or material supplied or claimed to have been supplied to SRT for or in connection with the Project. If any such lien is so filed, SRT shall immediately take such action as is necessary to secure the discharging of the same, and shall indemnify and hold the City harmless from and against any and all losses, costs (including attorneys' fees), liability, expenses and claims arising out of work done by or for SRT on the Construction Premises. SRT shall pay all City costs, including legal costs, that are incurred in connection with and for the removing of any lien related to the Project or imposed on the Construction Premises as a consequence of the Project, within thirty (30) days after the date of the City invoice for the same. SRT shall give written notice to each person or entity contracting to perform work on the Construction Premises for or on SRT's behalf from and after the date this Agreement is fully executed that such work is not a City public work; that because the Facility is located on City property, no lien can be filed against the property; and that SRT assets are the only resources from which such person or entity may look to for recovery in the event of a monetary dispute regarding such work. SRT shall also secure from each such person or entity a written release of any and all interests such person or entity may have or purport to have in the Construction Premises and the Facility constructed or to be constructed thereon and the improvements made or to be made thereto, and shall deliver such release to the Seattle Center Project Coordinator not less than five (5) days prior to allowing such person or entity enter upon the Construction Premises or the Facility to perform any work for SRT on or in the same.

D. Indemnification from Claims for Unpaid Wages. SRT shall indemnify and hold City harmless from any and all claims for unpaid wages due to any laborer who has worked on the Project, whether such claim is made directly by any such laborer or any governmental entity on such laborer's behalf, together with any claims for interest and penalti associated with such unpaid wages. The indemnification provided hereunder shall survive the expiration or earlier termination of th. onstruction Agreement.

E. High Quality Workmanship. All work required by SRT to complete the Project shall be carried out with good workmanship and with new materials, which shall all be of a high quality and at least conform to Seattle Center standards of practice.

F. Noncompliance with Project Manual Provisions Constitutes Breach. Unless otherwise authorized by the Director, in writing, noncompliance by the SRT Architect or SRT general contractor for the Project with the provisions of the July 31, 1995 Project Manual listed in Exhibit C shall constitute a default and material breach of this Agreement. SRT shall ensure that whenever a submittal required by any such listed provision is delivered to SRT, no later

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than twenty-four (24) hours after such receipt, a copy of such submittal is delivered to the Seattle Center Project Coordinator.

G. SRT to Ensure Compatibility Between Utility Equipment Owned by Each Party. SRT shall ensure that all utility system-related equipment installed by or for SRT in or on the Premises is compatible and will fully interface with the established Seattle Center campus-wide Energy Management Control System. This obligation includes, among other activities, having a 4 to 20 miliamp signal installed that will directly interface with the existing City Energy Management Control System and provide information that will be automatically transferable to the graphic interface without City involvement or action.

H. Director's Review and Approval of Design Changes Affecting Construction Premises Exterior or City Maintenance Responsibilities under Facility Use & Occupancy Agreement. If, during construction, any change is proposed to be made that would modify or otherwise impact the design of the exterior of the Facility that is to be constructed pursuant to this Construction Agreement from the design most recently approved by the Director (Appendices "A" and "B"), or would otherwise have an adverse effect on any structural, mechanical, electrical or other system associated with the Facility with respect to which City has assumed maintenance responsibility under the Facility Use & Occupancy Agreement, such proposed change shall be detailed and submitted to the Seattle Center Project Coordinator for review and approval. SRT shall not authorize or permit the making of any design modification or change order affecting the exterior of the Project structure or otherwise having an adverse effect on any structural, mechanical, electrical or other system associated with the Facility with respect to which City has assumed maintenance responsibility under the Facility Use & Occupancy Agreement until after the SRT has received notice of the Director's approval for the making of such change. The Seattle Center Project Coordinator or Director shall respond to SRT's request for approval of a proposed design change within two (2) Seattle Center Project Management Office business days after such City official's receipt of plans and specifications or drawings regarding such proposed design change that are, in the opinion of such City official, sufficiently detailed to provide a clear understanding to such City official of the impact and implications of such proposed change on the Facility design as most recently approved by the Director.

I. Waste Disposal. SRT shall secure and provide on-site containers for the collection of waste materials, debris and rubbish associated with the Project. SRT shall keep the work site and all adjacent property free from the accumulation of waste materials, rubbish and windblown debris associated with the Project and, on a daily basis, shall dispose of all flammable, hazardous and toxic materials generated by or otherwise associated with the Project. Storage and disposal must be in accordance with Title 40 CFR, WAC Ch. 173-303 and Title 49 CFR and state and local fire codes and regulations. All waste materials, debris and rubbish generated by or otherwise associated with the Project shall be disposed of legally at disposal areas away from the Construction Premises. Upon the completion of the Project, SRT shall ensure that the Construction Premises and the roadways and walkways immediately surrounding the Construction Premises are cleaned to the reasonable satisfaction of the Seattle Center Project Coordinator; and that all tools, equipment and surplus materials, and waste materials, debris and rubbish associated with the Project have been removed from the Construction Premises.

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J. Operations, Material Handling, and Storage Areas.

(1) SRT shall ensure that all Project-related operations, including storage of materials, are confined to the Construction Premises.

(2) Ownership and control of all materials and component parts of the Bagley Wright Theatre and other portions of Seattle Center facilities to be demolished or removed as a part of the Project shall immediately vest in SRT upon severance of the material or component from the Construction Premises or the Bagley Wright Theatre. SRT shall be responsible for compliance with all laws governing the storage and ultimate disposal of all such materials or facility components. SRT shall provide the Seattle Center Project Coordinator with a copy of all manifests and receipts evidencing proper disposal when required by the Seattle Center Project Coordinator or applicable law.

K. Observations. After prior notice to the SRT Project Manager (which notice may be by telephone notwithstanding any contrary provision hereof), the Seattle Center Project Coordinator and such official's advisors (including but not limited to any architect) may observe any and all work being performed at the Construction Premises and any and all Project activity at any reasonable time for, among other purposes, determining whether such work is in accordance with the plans and specifications approved by the Director.

L. Work Inconsistent with Director-Approved Project Plans & Specifications. No portion of the exterior of the Project structure or any portion of the Project that connects to any structural, mechanical or electrical element of the Bagley Wright Theatre or any portion of the Bagley Wright Theatre that City is to maintain under the Facility Use & Occupancy Agreement (including but not limited to any utility or HVAC component) shall be constructed, placed, erected or otherwise undertaken on the Construction Premises except in accordance with plans and specifications therefor that have been approved by the Director. If any Project-related work is not consistent with such plans and specifications, the Director may send to SRT a Notice of Non-Compliance. As soon as possible following SRT's receipt of any such Notice of Non-Compliance, at the Director's sole discretion, SRT shall either (i) desist from the making, occupation, use and operation of such improvement, addition, alteration or construction and remove it from the Construction Premises, or (ii) make it consistent with such approved plans and specifications. SRT's failure to make such corrections within twenty (20) days after SRT's receipt of such Notice of Non-Compliance, or in the event such corrections require more than twenty (20) days for completion, SRT's failure to commence such correction work within twenty (20) days after receipt of such notice and to diligently prosecute such correction work to completion within a reasonable time, shall constitute a material breach of this Construction Agreement and shall subject this Construction Agreement to termination.

M. Director's Right to Suspend Project For Cause.

(1) If SRT fails or refuses to perform any of its obligations in accordance with this Construction Agreement, and such failure or refusal constitutes a material breach and default, the Director may issue a notice ordering SRT to stop work on the Project, or any portion thereof, until satisfactory corrective action has been taken.

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(2) SRT shall not be entitled to damages from City as a consequence of any increased cost or time of performance attributable to SRT's failure or refusal to perform or from any reasonable remedial action taken by City based upon such failure or refusal to perform.

N. Final Completion of Exterior Portions of Project. SRT shall ensure that final completion of the exterior portions of the Project (including but not limited to the building comprising the Facility), is achieved on or before May 31, 1997. Final completion of the Project shall be evidenced by the following:

(1) The proper restoring to a good working condition of the lawn irrigation system serving the Construction Premises; and

(2) The reseeding of the lawn area or the installation of sod on all portions of the Construction Premises that are to have lawn according to the Construction Premises landscaping plans approved by the Director (Exhibit D); and

(3) The replacing, in kind and in size, of all trees and shrubs that were not to be removed as a part of the Project but have been so severely damaged through Project-related work (by bark scraping, root cutting, burying, etc.) that their replacement is deemed by the Director, in the exercise of such official's reasonable discretion, to be necessary to maintain the general park-like appearance of the Seattle Center grounds or, in the alternative and at the Director's option, SRT's paying to City of the sum of $6,000 for each such tree that must be replaced; and

(4) SRT's restoring or replacing, at no cost or expense to City, of all off-Construction Premises improvements and/or landscaping altered or damaged in connection with or as a result of any Project-related activity by SRT or any consultant, contractor, subcontractor, or agent of any of the same, which restoration and replacement shall be in kind and size and otherwise to the condition such off-Construction Premises improvements and/or landscaping had immediately prior to the commencement of the Project or to a better condition, and shall be otherwise completed in accordance with instructions from the Seattle Center Project Coordinator; and

(5) SRT's paying, within thirty (30) days after their submission to SRT, of all City invoices up to the aggregate sum of $1,500 for expenses incurred in the planting of shrubbery and the performing of other relandscaping along the southern margin of the Construction Premises in a manner that the Director, in the exercise of such official's reasonable discretion deems acceptable; and

(6) SRT's paying, within thirty (30) days after their submission to SRT, of all City invoices for expenses incurred by City in performing root pruning and work that is to be completed by City staff according to the July 31, 1995 Project Manual other than that described in Subsection 8.O(4) hereof; and

(7) SRT's delivering for the Seattle Center Project Coordinator of a certificate from SRT's architect that the exterior portions of the Project, including but not limited to all punch-list work items and the exterior portions of the building comprising the Facility, have

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been finally completed in a good and workmanlike manner and in accordance with the latest plans and specifications to which the Director gave approval.

O. Final Inspection Punchlist. Upon substantial completion of the Project, the SRT Project Manager shall give notice of that condition to the Director and request that the Seattle Center Project Coordinator and such other designee(s) as the Director may select participate in a joint walk-through/around of the Construction Premises and identify work items remaining for completion in accordance with the latest plans and specifications to which the Director has given approval or otherwise requiring correction or remedial activity. SRT shall ensure that all punchlist work is completed within ninety (90) days after the date of such initial, joint walk-through/around, and shall thereafter invite the Seattle Center Project Coordinator and such other designee(s) of the Director to participate in another joint walk-through/around of the Construction Premises to rify whether or not all punchlist work has been properly completed.

P. "Record" Drawings & Operations/Maintenance Manuals to Be Provided. SRT shall keep a complete set of approved final plans and specifications at a construction office on the Construction Premises throughout the duration of the Project. Within ninety (90) days after the completion of the Project, SRT shall provide the Seattle Center Project Coordinator with a complete set of reproducible "as-built" drawings on 24" x 36" or 36" x 48" mylar and on 3.5" 1.44MB disks in Autocad 12 or other format acceptable to the Director reflecting the final "as-built" condition of the Project together with either the original or a copy of each maintenance or operation manual received by SRT that is necessary for the repair or maintenance of any architectural, mechanical, or electrical building system or piece of equipment installed on the Construction Premises as part of the Project, regardless of which party hereto is responsible for the maintenance of such system or equipment.

Q. SRT's Responsibility for the Project and Damage Resulting Therefrom. The Project, including change order work, shall be at the sole risk of SRT through its physical completion. All utility lines, equipment and service, materials, equipment and plant material that is damaged or destroyed as a consequence of any Project-related activity shall be repaired, corrected or replaced by SRT to the condition the damaged or destroyed item was in immediately prior to its being damaged or destroyed, or to a better condition, at no cost or expense to City, regardless of the cause of damage, unless otherwise permitted by the Director. SRT shall also bear sole responsibility for damage to property located outside of the Construction Premises caused by any Project-related act or omission including but not limited to erosion, siltation, pollution, run-off, or other related causes during the Project.

R. Obligation to Install Sod Rather Than Seed for Lawn Restoration. In the event that on or by April 1, 1997, SRT's Project contractor has failed to complete, as part of the relandscaping of the Construction Premises, the reseeding of that portion of the Construction Premises that is to consist of lawn as is contemplated in Exhibit D hereof, then SRT shall require its Project contractor to relandscape all such lawn areas using lawn turf that has been (a) planted with seed as required by, and (b) grown in a sand medium that is compatible with and comparable to "Meyers Way" sand as referenced in, the specifications attached hereto as Exhibits A and D. Such lawn turf must have roots that have become fully knitted into and remain capable of growing further into other "Meyers Way" sand or a comparable form of sand. The suitability of the sand in which such lawn turf will be or has been grown shall be

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determined by the Director, in the exercise of such official's discretion. SRT shall require the Project contractor to deliver to the Director for such official's review and approval prior to the Project contractor's commencing the installation of any lawn turf on the Construction Premises, a sample of the sand in which such lawn turf has been grown, a sieve analysis of such sand and any other technical information the Director may reasonably request with respect to such sand, and a sample of the lawn turf to be installed.

S. Construction Warranties. City and SRT acknowledge that certain warranties will be given to SRT by the construction contractor of the New Premises, suppliers of materials and equipment for the New Premises, and other parties who provide labor or materials for the design and construction of the New Premises (the "Construction Warranties"). SRT, on notice from City, shall make such claims on warranties given to SRT in connection with the construction and design of the New Premises, or under any other agreements for the provision of materials, labor or other services for the New Premises, as the Director requests. SRT shall also provide the Director with a copy of each warranty document relating to the Construction Warranties immediately after SRT receives any such document. City shall cooperate with SRT in enforcing SRT's rights under applicable warranties to correct any defects or deficiencies in labor, equipment and materials covered by such warranties.

9. INDEMNIFICATION AND LIABILITY INSURANCE

A. Indemnification. SRT agrees to and shall protect, defend, indemnify, and hold City and its officials, employees, and agents harmless from and against all claims, demands, and causes of action, judgments and/or awards of damage (including all attorneys' fees costs), arising out of or related to any act or omission of SRT or any of its officers, employees, consultants, contractors, or any subcontractor or agent of any of the same on the Construction Premises:

(1) That results in bodily injury or death to any person or damage to property, except this obligation shall not apply when such injury or damage is solely and entirely the fault of City, or when such injury or damage results from the concurrent negligence of City and SRT, in which case SRT shall protect, defend, indemnify and hold City harmless to the extent of the negligence of SRT; or

(2) That results in the use of any design, process, or equipment that constitutes, or is alleged to constitute, an infringement of any United States patent presently issued, or violates any other proprietary interest, including a copyright, trademark, or trade secret.

B. Indemnification Against Enforcement Costs. SRT shall also hold City harmless from any expense incurred to enforce City's rights under this section. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.

C. No Limit on Indemnification Through Industrial Insurance. In any action against City and any other entity indemnified in accordance with this section, by SRT or any of its employees, contractors, subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the

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amount or type of damages, compensation, or benefits payable by or for SRT or any contractor under RCW Title 51 (the Industrial Insurance Act) or any other employee benefit act. In addition, as to City only, SRT waives its immunity and limitation on liability under any industrial insurance act including RCW Title 51, and acknowledges that this waiver was specifically entered into after mutual negotiations.

D. Survival of Indemnification Obligations. The indemnification obligations of SRT hereunder shall survive the expiration or earlier termination of this Construction Agreement.

E. Insurance to be Secured by SRT. Within twenty-four (24) hours after the full execution of this Construction Agreement, SRT shall secure and shall thereafter maintain in full force and effect throughout the term of this Construction Agreement, at no expense to City, insurance as specified in Exhibit E.

F. Reconstruction Following Loss.

(1) Insurance Proceeds. In the event of any loss, damage or casualty that is covered by the insurance described in Exhibit E, the parties to this Construction Agreement shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which proceeds (including interest earned thereon) shall be held in trust jointly by SRT and the City for use in accordance with the terms of this Construction Agreement and the Facility Use & Occupancy Agreement. Such insurance proceeds shall be used for the purpose of restoring the addition to the Bagley Wright Theatre to be constructed pursuant to this Construction Agreement and any City property that has been damaged by the casualty to the condition and usability it formerly had or for replacing the same with equivalent or more suitable improvements.

(2) Reconstruction. Using insurance proceeds as described in Subsection 9.I(1) hereof, the parties shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary to repair, restore or replace the theatrical facilities and the improvements and items of equipment therein that have been damaged by any insured casualty, to the condition the same had immediately prior to the occasioning of such damage or destruction or to a better condition.

G. Waiver of Subrogation. City and SRT waive all subrogation rights against each other, any contractors, architect, architects' consultants, and separate contractors, if any, and all of their respective subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Construction Premises, except such rights as they have to proceeds of such insurance held by City or SRT or both as fiduciary. SRT shall require similar waivers from its contractor, subcontractors, and subsubcontractors. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

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10. COMPLIANCE WITH LAW

A. General Requirements. SRT, at no cost to City, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and Municipal Code of The City of Seattle; and rules, regulations, orders and directives of their administrative agencies and the officers thereof as now or hereafter enacted or promulgated. Whenever SRT is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its officers, employees, contractors, agents or invitees, or any of its contractor's subcontractors, SRT shall immediately desist from and/or prevent or correct such violation.

B. Licenses and Other Authorizations. SRT, at no cost to the City, shall secure and maintain in full force and effect during the term of this Construction Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof, and shall submit to the Seattle Center Project Coordinator evidence of SRT's satisfaction of all such requirements whenever requested by such official. SRT shall be responsible for payment of all fees and charges incurred in obtaining said approvals and for obtaining a certificate of occupancy prior to making any use of the facility developed through the Project.

C. Nondiscrimination and Affirmative Action. SRT shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including the Seattle Municipal Code (SMC), notably SMC Ch. 20.44; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

D. Americans With Disabilities Act Compliance. SRT, at no cost to Seattle Center, shall comply with all requirements of the Americans With Disabilities Act, as now or hereafter amended, and all rules and regulations implementing the same.

E. Worker's Compensation Legislation & Regulations. At all times during the term of this Construction Agreement, SRT and its Project contractor shall comply with all applicable workers' compensation laws of the State of Washington; pay such premiums as may be required thereunder; and indemnify and hold harmless the City, its officers, agents and employees from any liability arising under such legislation and regulations implementing the same.

F. Safety Laws. SRT shall comply, and require its Project contractor to comply, with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction over the safety of persons or property, or over protection from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of work associated with the Project may affect them.

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11. SAFETY PRECAUTIONS

A. SRT General Responsibilities. SRT, rather than the City, shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project.

B. SRT Responsible for Employee Safety and Property. SRT shall take all reasonable precautions to protect the lives and health of employees performing any work in connection with the Project and other persons who may be affected by the Project, prevent damage to materials, supplies, and equipment whether on the Construction Premises or stored away from the Construction Premises, and prevent damage to other property on the Construction Premises or adjacent thereto.

C. City Not Responsible for Safety. Nothing provided in this Agreement shall be construed as imposing any duty upon City with regard to, or as constituting any express or implied assumption of control or responsibility over, safety at or on the Construction Premises, or over any other safety conditions relating to employees or agents of SRT or its Project contractor or any of such contractor's subcontractors, or the public.

12. ENVIRONMENTAL CONDITIONS

A. Definitions. For the purpose of this subsection, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

(1) "Laws or Regulation" shall mean any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction of which SRT has knowledge), now or hereafter in effect including but not limited to the Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act as amended by the Solid and Hazardous Waste Amendments of 1984, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, and the Solid Waste Disposal Act.

(2) "Hazardous Substances" shall mean any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any federal, state, or local statute, ordinance, or regulation relating to environmental protection, contamination or cleanup.

B. Restrictions on SRT Activities. SRT shall not cause to occur upon the Construction Premises or permit the Construction Premises to be used to generate, produce, manufacture, refine, transport, treat, store, handle, dispose, transfer, or process Hazardous Substances except in compliance with all applicable Laws and Regulations. SRT shall provide the Director with the SRT's USEPA Waste Generator Number (if any) and shall make available for inspection at SRT's place of business upon reasonable request, all Material Safety Data Sheets (MSDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory

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permits or approvals (including revisions or renewals) and any correspondence that SRT or SRT's contractor receives from, or provides to, any governmental unit or agency in connection with the handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Construction Premises.

C. Correction of Violations. If SRT or SRT's contractor violates any applicable Law or Regulation or any of the terms of this section concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, upon receipt of notice of such violation or the expiration of all challenges and appeals of such notice, whichever occurs later, SRT shall promptly take such action as is necessary to mitigate and correct the violation. If SRT does not act in a prudent and prompt manner, City reserves the right, but not the obligation, upon reasonable prior notice to SRT, to act in place of SRT (for which purpose SRT hereby appoints City as its agent), to come onto the Construction Premises and to take such action as is necessary to ensure compliance or to mitigate the violation. If the Director has a reasonable belief that SRT or SRT's contractor is in violation of any law or regulation regarding the presence or use of Hazardous Substances, or that SRT's actions or inactions present a threat of violation or a threat of damage to the Construction Premises, City reserves the right, upon reasonable prior notice to SRT, to enter onto the Construction Premises and take such corrective or mitigating action as the Director deems necessary. All reasonable costs and expenses incurred by City directly attributable to any such action shall become immediately due and payable by SRT upon presentation of an invoice therefor.

D. Testing. SRT shall provide City with access to the Construction Premises to conduct an environmental inspection at such reasonable time(s) as may be requested by City. In addition, SRT shall permit City access to the Construction Premises at any time, upon reasonable notice, for the purpose of conducting environmental testing at the City's expense. SRT shall not conduct or permit others to conduct environmental testing on the Construction Premises without first obtaining the Director's written consent, which shall not be unreasonably withheld. SRT shall promptly inform the Director of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the Construction Premises whenever the same becomes known to SRT, and SRT shall provide a written copy of the same to the Director within thirty (30) days after the preparation of any such material.

E. Removal of Hazardous Substances Prior to Completion of Project. Prior to completion of the Project, in addition to all other requirements under this Agreement, SRT or SRT's contractor shall remove any Hazardous Substances placed on the Construction Premises by or for SRT during the term of this Agreement and shall demonstrate such removal to the Director's reasonable satisfaction.

F. Reimbursement of City Costs. In addition to any remedy provided above, City shall be entitled to full reimbursement from SRT whenever City incurs any cost directly resulting from a violation by SRT or SRT's contractor of any of the terms of this section, including, but not limited to, the costs of any investigation, clean-up and other remedial activity; the fees of consultants, contractors, and attorneys; fines, penalties assessed directly against City, injuries to third persons or other property, and losses of revenue resulting from an inability to lease or re-license or market the Construction Premises due to its environmental condition as the result of SRT's violation of the terms of this Agreement (even if such loss of revenue occurs after the

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expiration or earlier termination of this Agreement); Provided, that City shall notify SRT prior to incurring any such costs, and SRT shall be provided a reasonable opportunity to defend any claim giving rise to such costs.

G. Indemnification. In addition to all other indemnification provided in this Agreement, and notwithstanding the expiration or earlier termination of this Agreement, SRT shall defend, indemnify and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including the fees of consultants, contractors and attorneys, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substance placed by SRT or SRT's contractor on the Construction Premises and resulting in a violation of any of the terms of this section, or the migration of any such Hazardous Substance from the Construction Premises to other property or into the surrounding environment that results in a violation of any of the terms of this section, whether made, commenced or incurred (1) during the term of this Agreement, or (2) after the expiration or termination of this Agreement if arising out of an event occurring during the term of this Agreement; Provided, that City shall provide SRT with prior notice of any event giving rise to SRT's indemnification obligation hereunder.

13. MEDIATION OF DISPUTES

The parties hereto shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, to participate in good faith in the mediation process described below, and attempt to resolve all claims and disputes between them in a one mediation effort.

A. Involvement of Mediator & Mediator's Consultants. In the event an issue cannot be resolved by negotiations between subordinate staff of SRT and Seattle Center, the matter shall be referred to the the Director and the SRT Managing Director. In the event those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute; Provided, that in the event the Director and SRT Managing Director cannot agree upon a mediator within such seven (7) day period, either party may apply to the American Arbitration Association or the Judicial Arbitration & Mediation Service for the appointment of a mediator according to the process that is established by such entity for such action. SRT and City shall share equally the cost charged for the mediation of any dispute. The mediator shall have the authority to engage one or more expert consultants with knowledge in the field(s) or area(s) involved in the matter(s) that are in dispute to assist the mediator and the parties to evaluate their respective claims and possibly reach agreement to resolve their dispute.

B. Continuation of Efforts in Event of Dispute; No Litigation Without Mediation. Notwithstanding the existence of any dispute between the parties hereto, the parties shall continue to carry out, without unreasonable delay, all of their respective responsibilities under this Agreement that are not affected by the dispute. Neither party to this Agreement shall

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commence any litigation against the other with respect to any claim or dispute under this Agreement without first participating, in good faith, with the other party in mediation as contemplated in this section.

14. DEFAULT & MATERIAL BREACH

A. Process for Termination of Agreement.

(1) For Cause: Either party may terminate this Construction Agreement in the event that the other party materially and substantially fails to perform its obligations as described in this Construction Agreement.

(2) For Reasons Beyond the Control of the Parties: Either party may terminate this Construction Agreement without recourse by the other party where performance is rendered impossible or impracticable for a reason beyond such party's reasonable control, such as but not limited to: an act of Nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

(3) For Act of Insolvency: City may terminate this Construction Agreement if SRT becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

B. Notice of Breach; Opportunity to Cure. Neither party shall be in default of this Agreement unless such party fails to perform an obligation required of it within a reasonable time, which time shall not extend for more than thirty (30) days after written notice from the aggrieved party has been received by the other, specifying the particular obligation that the other has failed to perform or the provision of this Agreement that has been materially breached; Provided, that if the nature of the other party's obligation is such that more than thirty (30) days are reasonably required for performance or the curing of such material breach, then the other party shall not be in default if it commences performance or the curing of such breach within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In the event such default is not cured within the allowed cure period, this Agreement may be terminated by the aggrieved party's giving notice of termination to the other party not less than five (5) days prior to the effective date of termination.

C. Removal of Construction-Related Equipment Upon Termination. In the event this Construction Agreement is terminated, SRT shall:

(1) Cease or have discontinued all activity associated with the Project on the Construction Premises except activity specifically allowed by the Director; and

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(2) Require the construction contractor to remove all construction equipment on the Construction Premises or other areas of the Seattle Center being used by such contractor in connection with the Project.

15. MISCELLANEOUS

A. Notices. Except as otherwise specified herein, any notice to be provided under any of the provisions hereof shall be served in person or sent by certified mail marked in bold typeface "SRT - Project WP 28401" and addressed as follows:

To SRT: Benjamin Moore, Managing Director
Seattle Repertory Theatre
155 Mercer Street
Seattle, WA 98109

To City: Terry Plumb
Project Coordinator
Seattle Center Department
The City of Seattle
305 Harrison Street
Seattle, WA 98109

or to such other addressee(s) and address(es) as SRT or the City may specify for itself in a notice to the other party.

B. No Agency, Partnership or Joint Venture. The Parties to this Construction Agreement do not intend by this Construction Agreement to, and nothing contained in this Construction Agreement shall, create any agency relationship, partnership, joint venture or other similar arrangement between SRT and the City. Neither SRT nor any of its subcontractors shall create any obligation or responsibility on behalf of the City or bind the City in any manner.

C. No Third Party Rights. No term or provision of this Construction Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation that is not a party hereto nor shall any person, firm, organization or corporation other than a party hereto have any right or cause of action hereunder.

D. Corporate Obligations Only. The obligations of SRT under this Agreement are solely the obligations of the nonprofit corporate entity known as the Seattle Repertory Theatre, and no director, trustee, officer, employee, agent or other SRT representative shall have any liability hereunder individually, or in his or her capacity as director, trustee, officer, employee, or agent.

E. Partial Invalidity. If any term, covenant or condition of this Construction Agreement or the application thereof to any person or circumstance shall, to any extent, is found or held to be invalid or unenforceable, the remainder of this Construction Agreement, and the application of such term, covenant or condition to persons or circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected thereby and each term,

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covenant or condition of this Construction Agreement shall be valid and enforceable to the full extent permitted by law.

F. Governing Law; Venue. This Construction Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Washington. In the event any action is brought to enforce the provisions of this Construction Agreement, the jurisdiction and venue of any such action shall be laid in the Superior Court of the State of Washington for King County.

G. Time of Essence. Time is of the essence under this Construction Agreement.

H. Assignment. SRT shall not transfer, convey, or assign the rights or privileges or the Construction Premises made available to SRT under this Construction Agreement, in whole or in part, to any other person, firm or corporation without the prior written authorization of the Director. Said rights, privileges, and Construction Premises are not assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any assignee approved by the Director must accept and assume in writing all the terms and conditions of this Construction Agreement to be kept and performed by SRT and such assignment shall not in any manner discharge or release SRT from any other obligation under the terms of this Construction Agreement. Non-compliance with this section shall be deemed to be a material breach.

I. Modifications. This Construction Agreement may not be modified or amended except by a written instrument signed by both parties hereto.

J. Counterparts. This Construction Agreement may be executed in counterparts, and each counterpart shall be deemed to be an original instrument. All counterparts together will constitute one and the same Agreement.

K. Force Majeure. Any delay in or failure of performance by City or SRT shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party (a "Force Majeure" event).

(1) Force Majeure events include, but are not limited to:

(a) Acts of Nature;

(b) Acts of war or public rebellion;

(c) Fire or other casualty for which neither SRT nor its Project contractor nor any employee, agent or subcontractor of either of the same is responsible;

(d) Quarantine or epidemic;

(e) Strike or defensive lockout;

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(f) Unusually severe weather conditions which could not have been reasonably anticipated; and

(g) Unusual and unforeseeable delay in receipt of supplies or products that were ordered and expedited and for which no reasonably acceptable substitute was available at the time the delay became foreseeable or at any later time when delay could have been avoided by prompt action.

(2) SRT shall not be entitled to an adjustment in the time allowed under Subsection 8.N for substantial completion of the exterior portions of the Project as a consequence of any delay or failure of performance to the extent such delay or failure was caused by SRT or anyone for whose acts SRT is responsible.

(3) The existence of more than one Force Majeure event on any single day shall not give cause for the extension of the period of performance beyond that one day.

L. Captions. The titles of the sections and subsections of this Construction Agreement are for convenience only, and do not define or limit the contents.

M. No Waivers. No action other than a written document from the Director specifically so stating shall constitute a waiver by City of any particular breach or default by SRT, nor shall such a document waive any failure by SRT to fully comply with any other term or condition of this Construction Agreement, irrespective of any knowledge any City officer or employee may have of such breach, default, or noncompliance. City's failure to insist upon full performance of any provision of this Construction Agreement shall not be deemed to constitute consent to or acceptance of such incomplete performance in the future.

N. Exhibits. The following materials, whether or not attached hereto, are hereby incorporated into this Construction Agreement as if set forth in full herein:

Exhibit A Director-Approved Plans and Technical Specifications for the Project, consisting of the July 7, 1995 Pre-Bid Issue set of drawings prepared by The Callison Partnership, Ltd.

Exhibit B Map illustrating the Construction Premises

Exhibit C July 31, 1995 Project Manual Provisions SRT Must Satisfy to Avoid Breach or Default of Construction Agreement

Exhibit D Director-approved relandscaping plan for Construction Premises

Exhibit E Minimum Required Insurance Coverage

Exhibit F July 12, 1995 Statement from Loss Control Services for 100% of Insurable Replacement Value for Old Premises

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O. Entire Agreement. This Construction Agreement and all attachments and exhibits pertaining to same constitute the entire agreement and understanding of the parties with respect to the subject matter hereof. This Construction Agreement supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties regarding the subject matter hereof. The parties to this Construction Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Construction Agreement reviewed by their respective legal counsel, and that the terms and conditions of the Agreement are not to be construed against any party on the basis of such party's preparation of the same.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement the day and year first above set forth.

SEATTLE REPERTORY THEATRE

By: _____
Benjamin Moore, Managing Director

By: _____
James F. Tune, Chairman
Board of Directors

THE CITY OF SEATTLE

By: _____
Virginia Anderson, Director
Seattle Center Department

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State of Washington)
) ss: (THEATRE'S ACKNOWLEDGEMENT)
County of King)

I certify that I know of or have satisfactory evidence that Benjamin Moore and James F. Tune signed the above annexed agreement, on oath stated they were authorized to execute said agreement and acknowledged it as the Managing Director and the Chairman of the Board of Directors, respectively, of the Seattle Repertory Theatre to be the free and voluntary act of such party for the uses and purposes mentioned in such agreement.

Diane James
(Signature of Notary Public)
Residing at: Seattle.
My appointment expires: 6/9/98.

DIANE JAMES
(Printed name)

State of Washington)
) ss: (CITY'S ACKNOWLEDGEMENT)
County of King)

I certify that I know or have satisfactory evidence that Virginia Anderson signed the above annexed agreement, on oath stated that she was authorized to execute such agreement and acknowledged it as the Director of the Seattle Center Department of The City of Seattle to be the free and voluntary act of The City of Seattle for the uses and purposes mentioned in such agreement.

Carolyn C. Gossard
(Signature of Notary Public)
Residing at: Seattle.
My appointment expires: 11/28/96.

CAROLYN C. GOSSARD
(Printed name)

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EXHIBIT A

Director-Approved Plans and Technical Specifications for the Project, consisting of the July 7, 1995 Pre-Bid Issue set of drawings prepared by The Callison Partnership, Ltd.

[Documents not attached because of their bulk, but are on file at Seattle Center's Project Management Office.]

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EXHIBIT B

Map illustrating the Construction Premises

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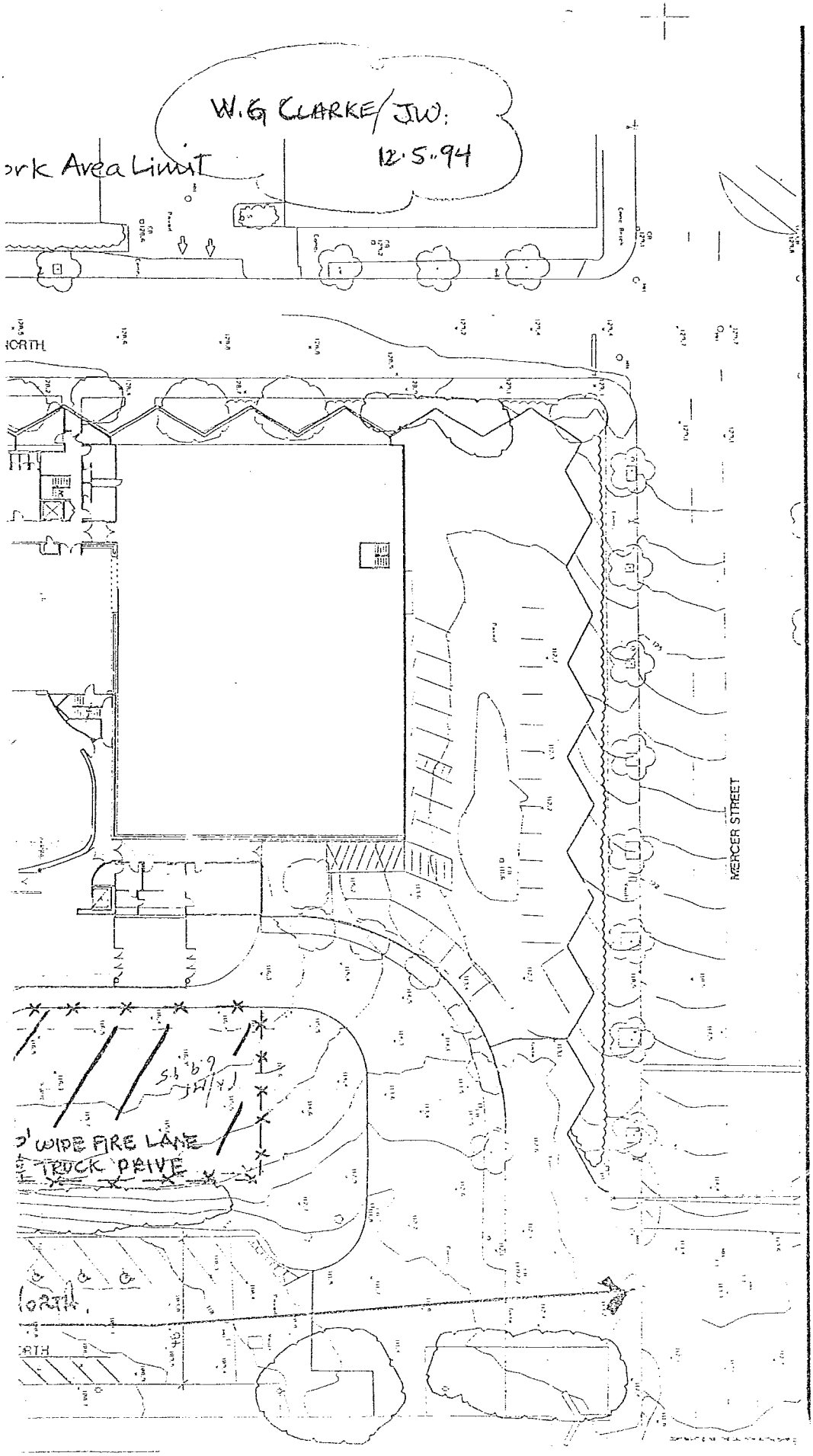
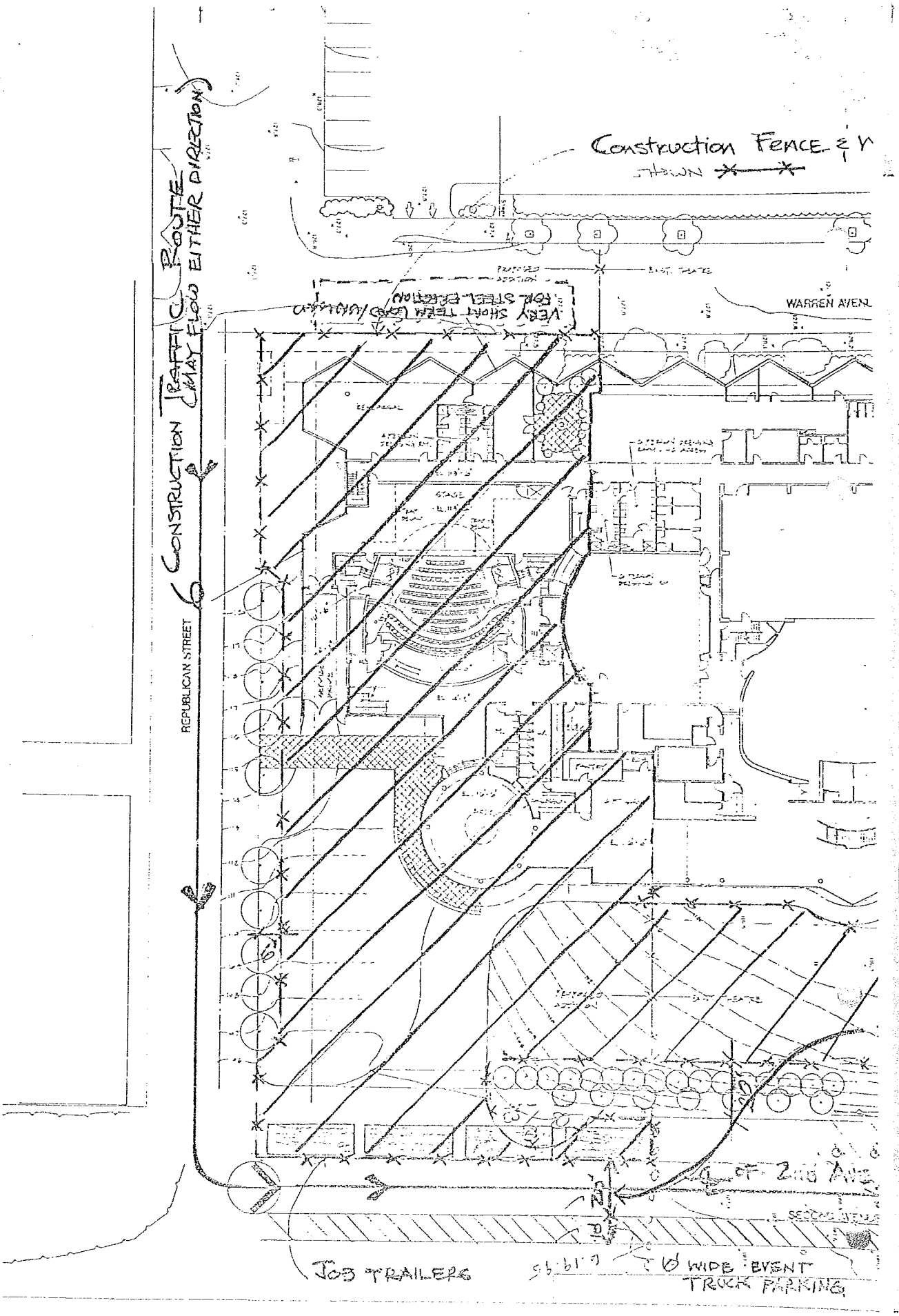


SEATTLE REPERTORY THEATRE

BAGLEY
WRIGHT
THEATRE
COMPLETION
PROJECT

Seattle Center
BWT
Work Area Limits
Map



Construction Fence & W
SHOWN
WARREN AVENU
CONSTRUCTION TRAFFIC ROUTE
(MAY FLOW EITHER DIRECTION)
REPUBLICAN STREET
VERY SHORT TERM LOAD/UNLOAD
FOR STEEL ERECTION
STAGE
JOB TRAILERS
10' WIDE EVENT
TRUCK PARKING

EXHIBIT C

July 31, 1995 Project Manual Provisions
SRT Must Satisfy to Avoid Breach or Default of Construction Agreement

The July 31, 1995 Project Manual prepared by the Callison Partnership, Ltd. for the Seattle Repertory Theatre Bagley Wright Theater Completion Project is hereby incorporated into this Agreement by this reference. The following Project Manual sections must be complied with by SRT or its Project contractor:

01500 Temporary Facilities and Controls
01545 Existing Underground Facilities
01568 Environmental Pollution Control
01700 Contract Closeout

02072 Selective Demolition
02102 Site Preparation
02115 Tree Protection and Trimming
02200 Earthwork
02511 Asphaltic Concrete Paving
02527 Cement Concrete Curbs and Sidewalks
02580 Pavement Markings
02711 Foundation Drainage
02720 Storm Drainage
02810 Irrigation System
02920 Soil Preparation and Soil Mixes
02930 Lawns
02950 Trees, Shrubs, and Ground Cover

07110 Sheet Membrane Waterproofing
07160 Bituminous Dampproofing
07210 Building Insulation
07240 Exterior Insulation and Finish System
07270 Firestopping
07272 Firesafing
07274 Fire Rated Construction Joint Assemblies
07514 Built-Up Membrane Roofing System
07610 Metal Roofing
07620 Sheet Metal Flashing and Trim
07726 Smoke Vets
07820 Metal Framed Skylights
07900 Sealants

08110 Hollow Metal Doors and Frames
08800 Glazing

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09900 Painting

10520 Fire Extinguishers and Cabinets

14230 Hydraulic Elevator

15400 Plumbing
15406 Sewage and Sump Pump
15450 Plumbing Fixtures and Trim
15500 Fire Protection
15510 Hydronic Systems
15520 Steam Heating
15650 Refrigeration
15771 Split DX System
15800 Air Distribution
15856 Air Handling Units and Coils
15860 Air Moving Equipment
15950 Controls
15970 Testing and Balancing of Air and Water Systems
15971 Commissioning
15980 Final Completion and Project Closeout

16051 Existing Systems
16100 Basic Materials and Methods
16105 Electrical Site Work
16110 Raceways
16110 Conductors and Terminators - Copper Only
16130 Outlets, Junction and Pull Boxes
16160 Motor Controllers
16170 Disconnects and Fused Switches
16180 Fuses
16410 Electrical Service
16470 Switchboards
16471 Panelboards
16620 Battery Inverter Unit
16721 Fire Alarm System

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EXHIBIT D

Director-approved relandscaping plan for Construction Premises

[Documents not attached because of their bulk, but are on file at Seattle Center's Project Management Office.]

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EXHIBIT E

Minimum Required Insurance Coverage

A. INSURANCE COMPANY, FORM & COVERAGE SUBJECT TO CITY APPROVAL. All insurance to be provided pursuant to Section 9 of this Agreement shall be:

1. Issued by any company rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or be issued as a surplus line by a Washington Surplus lines broker;

2. Subject to approval by the City's Risk Manager as to company, form and coverage; and

3. Primary to all other insurance City, itself, may secure.

B. REQUIRED COVERAGE. Such insurance shall include the following minimum coverage:

1. Commercial general liability insurance written on an occurrence form, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury including and Copyright/Trademark/Trade name infringement; and
- Contractual Liability
- Independent Contractors Liability
- Broad Form Property Damage
- Elevator and Hoist Liability
- Employers Liability (Stop Gap)
- Explosion, Collapse and Underground Property Damage (XCU) (as applicable)

Such policy(ies) shall provide the following minimum limit for Bodily Injury and Property Damage, at SRT's option:

- $2,000,000 per occurrence, $4,000,000 annual aggregate, or
- $1,500,000 per occurrence, $3,000,000 annual aggregate on an "each event" basis.

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The retention amount (if any) shall not exceed Five Thousand Dollars ($5,000). Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager.

2. Business automobile liability insurance, including coverage for owned, non-owned, leased or hired vehicles under which the following minimum limits of coverage is provided for Bodily Injury and Property Damage: $ 1,000,000 per person, $1,000,000 per occurrence.

3. Worker's compensation insurance that complies with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the greatest extent applicable including coverage for all employees suffering bodily injury (including death) by accident or disease, that arises out of or in the connection with any act or omission under this Agreement.

4. Builders risk insurance covering all perils including earthquake and flood, in an amount not less than the value of the Project AND 100% Insurable Replacement Value of the Old Premises (as that term is defined in the Facility Use & Occupancy Agreement) as indicated on the July 12, 1995 valuation statement from Loss Control Services attached hereto as Exhibit F naming City, SRT, SRT's Project contractor and subcontractors at every tier as Named Insureds.

C. Minimum Insurance Coverage Subject to Adjustment. The sufficiency of the minimum amounts of insurance coverage specified in Section 9 and this Exhibit shall be reviewed by the parties on the anniversary of the full execution of this Agreement. SRT shall increase such insurance coverage within sixty (60) days after such review to the minimum amount(s) reasonably specified by the Director.

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D. Evidence of Insurance.

1. The following documents must be provided to the City's Risk Manager as c· ·dence of the insurance coverage required under this Agreement:

(a) Within twenty-four (24) hours after the full execution of this Agreement, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

(i) A copy of each policy's declarations page(s), showing the policy effective dates, limits of liability, and the "Schedule of Forms and Endorsements" or "Endorsements Form List" specifying all endorsements issued on the policy including company-specific and manuscript endorsements; and

(ii) A copy of the endorsement that names The City of Seattle as an Additional Insured (whether on Form CG2026 (ISO) or a comparable form), that shows the policy number and the signature and printed name of the person authorized to sign such form on behalf of the insurer; and

(iii) A copy of the policy provision or endorsement stating that the coverages provided by such policy to The City of Seattle or any named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City at the addresses noted in Subsection D.2 hereof; and

(iv) A copy of the "separation of insureds" or "severability of interests" clause in such policy or an endorsement thereto indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, such insurance applies as if each named insured were the only named insured and separately to each insured against whom a claim is made or suit is brought; or

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(b) Pending receipt of the documentation specified in Subsection D.1.a hereof, a copy of each such policy's binder.

(c) Within thirty (30) calendar days after SRT's receipt of a written request therefor, a copy of each complete policy with all endorsements.

2. The evidence specified in Subsection D.1 hereof shall be delivered as follows:

Director Seattle Center Department The City of Seattle 305 Harrison Street Seattle, WA 98109	Risk Manager Finance Department The City of Seattle 600 Fourth Avenue Seattle, WA 98104

or to such other official(s) and address(es) as City may hereafter specify.

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EXHIBIT F

July 12, 1995 Statement from Loss Control Services for 100% of Insurable Replacement Value for Old Premises

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LOSS CONTROL SERVICES

CITY OF SEATTLE
Seattle Center
Bagley Wright Theater
151 Mercer Street

VALUATION

1/1

Date: 07/12/95

DESCRIPTION	1st Floor		2nd Floor		3rd Floor		Basement	
	BUILDINGS	EQUIPMENT	BUILDINGS	EQUIPMENT	BUILDINGS	EQUIPMENT	BUILDINGS	EQUIPMENT
CONSTRUCTION CLASS*	C		C		C		B	
YEAR ERECTED	1983		1983		1983		1983	
REPLACEMENT SQUARE FOOT COST	$275.00		$72.85		$45.00		$30.00	
AREA (SQ. FT.)	42,944		24,393		2,508		2,304	
ESTIMATED REPLACEMENT COST	$11,809,600		$1,777,030		$112,860		$69,120	
LUMP SUMS Automatic Sprinklers @ $2.00/Ft.²	$85,888		$48,786		$5,016		$4,608	
INSURANCE EXCLUSIONS Foundation @ 3%	$358,865		- 0 -		- 0 -		- 0 -	
ESTIMATED 100% INSURABLE REPLACEMENT VALUE	$11,538,623		$1,825,816		$117,876		$73,728	
PRECIATION %								
DEPRECIATION AMOUNT								
ESTIMATED INSURABLE DEPRECIATED VALUE								
REMARKS								
Prepared by: Dave Linvog **Fully sprinklered.** **1st Floor base cost = $110.00 Ft.² x 2.5 height factor = $275.00/ Ft.²** **856 seating capacity.**	Area = 244' x 176' = 42,944 Ft.² Walls - Pre-cast concrete. Roof - B.U. comp. on insul. on steel decking and trusses. Frame - Steel 856 seating capacity.		Refer to diagrams for complete building layout. HVAC is from central plant. Replacement cost/ Ft.² factors in full lighting and stage equipment, shop, and dressing rooms (7).		Building is fully sprinklered. Wash. Alarm Central Station monitors waterflow alarm and valve tamper switch.			

eng\bagl-val dec17/27/95

The above building and equipment values represent 100% Insurable Replacement and Insurable Depreciated Values. The Insurable Replacement Value is the current cost to replace the property with new property of comparable quality and utility. The Insurable Depreciated Value represents the actual age of the property, its life expectancy, and estimated remaining life. It reflects loss in value due to physical deterioration. The building values offered are based upon current cost data from the Marshall Valuation Service with appropriate local cost factors applied, current construction costs, or consultation with architects, engineers, and/or contractors. The building values are also based upon the assumption that the entire structure is replaced at a given time and there is no unusual delay in delivering suitable materials. The equipment values are based upon current cost data from the Marshall Valuation Service, original purchase price, accountant's book values, or consultation with manufacturer's representatives.

The values arrived at from these procedures are estimates for insurance purposes only, and are meant to serve as a guideline in determining the current Insurable Replacement and Insurable Depreciated Value of the property. We are not certified appraisers and cannot assume any responsibility for the accuracy of the values. The values provided should not be considered a certification or guarantee of Insurable Value.

*CONSTRUCTION CLASS: A – Fire Resistant, fireproofed steel frame; B – Fire Resistant, reinforced concrete frame; C – Masonry or concrete load-bearing walls, wood or steel roof; D – Wood frame; S – all steel

Appendix "E"

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LOSS CONTROL SERVICES

CITY OF SEATTLE
Seattle Center
Bagley Wright Theater
151 Mercer Street

1/1

VALUATION SUMMARY

Date: 07/12/95

DESCRIPTION	ESTIMATED 100% INSURABLE REPLACEMENT VALUE		ESTIMATED INSURABLE DEPRECIATED VALUE		REMARKS Prepared by Dave Linvog
	BUILDINGS	EQUIPMENT	BUILDINGS	EQUIPMENT	
1st Floor	$11,538,623				Stage, main floor seating, shops, main lobby, Poncho forum, light booth, sound booth.
2nd Floor	1,825,816				Mezzanine seating, administration offices, concessions.
3rd Floor	117,875				Upper mezzanine seating.
Basement	73,728				
Total	$13,556,043				This value represent $15,836 per seat at 856 seating capacity.
					This represents a rule of thumb cost for a good fully equipped live stage theater
					specially [illegible] and acoustically engineered.

engloadrval doc\7/27/95

The above building and equipment values represent 100% Insurable Replacement and Insurable Depreciated Values. The Insurable Replacement Value is the current cost to replace the property with new property of comparable quality and utility. The Insurable Depreciated Value represents the actual age of the property, its life expectancy, and estimated remaining life. It reflects loss in value due to physical deterioration. The building values offered are based upon current cost data from the Marshall Valuation Service with appropriate local cost factors applied, original construction costs, or consultation with architects, engineers, and/or contractors. The building values are also based upon the assumption that the entire structure is replaced at a given time, and there is no unusual delay in delivering suitable materials. The equipment values are based upon current cost data from the Marshall Valuation Service, original purchase price, accountant's book values, or consultation with manufacturer's representatives.

The values arrived at from these procedures are estimates for insurance purposes only, and are meant to serve as a guideline in determining the current Insurable Replacement and Insurable Depreciated Value of the property. We are not professional appraisers and cannot assume any responsibility for the accuracy of the values. The values provided should not be considered a certification or guarantee of Insurable Value.

Form 015

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FACILITY USE AND OCCUPANCY AGREEMENT

BETWEEN

SEATTLE REPERTORY THEATRE

&

THE CITY OF SEATTLE

FILED
CITY OF SEATTLE
95 MAY 10 AM 10: 38
CITY CLERK

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FACILITY USE AND OCCUPANCY AGREEMENT
BETWEEN
SEATTLE REPERTORY THEATRE
&
THE CITY OF SEATTLE

This FACILITY USE AND OCCUPANCY AGREEMENT is entered into by THE CITY OF SEATTLE (hereinafter called "City"), acting by and through its Seattle Center Director, and the SEATTLE REPERTORY THEATRE (hereinafter called "SRT"), a not-for-profit corporation organized under the laws of the State of Washington.

IN CONSIDERATION of the mutual promises, covenants, conditions and performances described in this Agreement, the parties hereto agree as follows:

1. DEFINITIONS.

A "Director" means the Director of the Seattle Center Department of The City of Seattle or such official's designee.

B. "Move-in day" shall mean the twenty-four hour period beginning at noon on the day immediately prior to the first day of a use of a portion of the Premises pursuant to Section 5 hereof.

C. "Move-out day" shall mean the period until 9:00 a.m. on the day after the last day of a use of a portion of the Premises pursuant to Section 5 hereof.

D. "New Premises" means the approximately 25,000 square foot, two (2) story addition to the south side of the Bagley Wright Theatre at Seattle Center containing a live theatrical performance hall seating approximately 284 people on the main floor and in a balcony, and connecting with circulation corridors for the Bagley Wright Theatre at the lobby and back of house that SRT is constructing pursuant to the parties' separate Construction Agreement (incorporated herein as Appendix 1).

E. "Old Premises" means the Bagley Wright Theatre at Seattle Center, the street address for which is 155 Mercer Street, Seattle, WA 98109, together with the loading dock and parking area adjoining such facility at its Northern side.

F. "Premises" means the Old Premises and the New Premises combined.

G. "SRT Managing Director" means the SRT's chief executive officer or such official's designee.

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2. TERM OF AGREEMENT.

The term of this Agreement shall commence on the date this Agreement is fully executed (the "Commencement Date"), notwithstanding the fact that the New Premises are not "substantially complete" (as determined by the Architect pursuant to the Construction Agreement or the agreement between SRT and its general contractor) and an occupancy certificate has not been issued for the same. The Term of this Agreement shall expire at 11:59 p.m., May 31, 2026, unless terminated earlier pursuant to the terms hereof.

3. LEASE AND DESCRIPTION OF PREMISES; NON-EXCLUSIVE LICENSE TO USE OF COMMON AREAS.

A. Premises Description. City hereby leases to SRT, and SRT hereby leases from City, subject to all the terms and conditions hereof, the Old Premises, together with all City-owned improvements and fixtures contained therein; the land upon which the New Premises is being constructed pursuant to the Construction Agreement; and all easements, and other land-related rights and privileges appurtenant to the Old Premises and New Premises as granted by this Agreement. Legal descriptions are set forth in Exhibit 1 for both the Old Premises and the land occupied by the New Premises, as completed pursuant to the Construction Agreement.

B. Non-exclusive License for Use of Common Areas. City hereby grants to SRT, and its directors, officers, employees, customers, agents, invitees and contractors the nonexclusive right during the term and any extended term of this Agreement to use Seattle Center common areas, as from time to time constituted, for access to and egress from the Premises, which use shall be in common with all other visitors and users of the Seattle Center and subject to the rules and regulations with respect thereto that are promulgated by the Director. For purposes of this Agreement, the term "common areas" means and includes any Seattle Center area designated by the Director as being for the general use of tenants, concessionaires, licensees, patrons, employees, and invitees of the Seattle Center and not within the exclusive control of any particular user, and shall include but not be limited to the immediate periphery of the Premises, parking areas, landscaped areas, roads, walks, corridors, malls, public stairs, ramps, elevators, and escalators as the same now or hereafter exist.

4. AUTHORIZED USE OF PREMISES UNDER THIS AGREEMENT.

The Premises and any of its various component parts may be used only for the presentation of live theatre, music, and dance rehearsals, productions and performances; film screenings; meetings; classes and other educational programs; fund-raising activities; SRT offices; and such other activities as are incidental to the foregoing; as well as the preparation, service and consumption of food and beverages in connection with such authorized activities. Notwithstanding any other provision in this Agreement, all activities undertaken in the Premises must be consistent with the Seattle Center Mission Statement as set forth in Resolution 27323 of the Seattle City Council or the latest revision of such statement. SRT may use the Premises for additional purposes with the prior, written approval of the Director, whose approval shall not be unreasonably withheld.

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5. CITY AND CITY-AUTHORIZED THIRD PARTY USE OF PORTIONS OF PREMISES.

A. Space Reserved in Old Premises for City-Authorized Use. Notwithstanding any other provision hereof (except as provided in Subsection 5.F), City reserves and retains the right to use and to authorize third parties to use, as described more fully below, without any reduction in the rent payable by SRT and without any charge imposed by SRT for such use, the following portions of the Old Premises (hereinafter referred to as the "Old Premises Production Areas") during the time periods specified in Subsections 5.C and 5.D:

Foyer
Public lobby
Southernmost box office
Small office behind Southernmost box office
Main floor of House
Balcony of House
Public rest rooms
Stage
Back of stage
Trap room
Dressing rooms
Crew room
Green Room
Staff rest rooms
Catwalks
Lighting booth
Follow spot booth
Loading/unloading area in Parking Lot on North side of facility
Dimmer room

B. Space Provided in New Premises for City-Authorized Use. SRT hereby authorizes City to use and to authorize third parties to use, as described more fully below, without any reduction in rent payable by SRT and without any charge imposed by SRT for such use, the following portions of the New Premises (hereinafter referred to as the "New Premises Production Areas") during the time periods specified in Subsections 5.C and 5.D:

Foyer
Public lobby
Box office
Main floor of House
Balcony of House
Public rest rooms
Stage
Back of stage
Trap room
Green room
Dressing rooms

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Crew room
Staff rest rooms
Catwalks
Lighting booth
Follow spot booth
Loading dock
Dimmer room

C. Dates When City and City-Authorized Third Parties' Use of Old Premises Production Areas is Guaranteed. SRT guarantees that City may annually use or authorize one (1) or more third parties to use the Old Premises Production Areas during each year of the term hereof, and without any reduction in rent payable by SRT or any charge imposed by SRT for such use, but subject to the conditions set forth in Subsection 5.E hereof, as follows:

(1) On Bumbershoot Festival Dates. For the Bumbershoot Festival or its successor by any other name (the producer of which shall be deemed to be a City-authorized third party), commencing on the Monday preceding Labor Day and continuing through Labor Day, and on one (1) move-out day after Labor Day;

(2) On Seven Consecutive Dates. On the seven (7) consecutive days immediately preceding the first Saturday after July 4th plus one (1) move-in day and one (1) move-out day for such period (hereinafter called the "regular City use period"); Provided, that upon agreement of the Director and the SRT Managing Director, (a) the regular City use period may be rescheduled and provided at a different time than that specified herein, or (b) the New Premises Production Areas may be provided in lieu of the Old Premises Production Areas, or both of the changes described in (a) and (b) immediately above may be made.

(3) On Other Dates. On three (3) other days (which may or may not be consecutive) plus one (1) move-in and one (1) move-out day for each such use period. The particular dates to be provided for City use under this subsection shall be requested by the Director, in advance, and shall be subject to the consent of the SRT Managing Director, whose consent shall granted unless the requested City use date has been previously scheduled for an activity of SRT or any of its subtenants; Provided, that in the event any of the three (3) other days is a day when there is no performance scheduled in the Old Premises (i.e., such facility is "dark") but a performance is scheduled to occur on the immediately preceding or succeeding day, then (a) if a performance occurs on the immediately preceding day, the commencement of the move-in day for such City use shall be delayed to whenever the immediately preceding use of the Old Premises stage, back of stage, and loading/unloading areas ends; and (b) if a performance occurs on the immediately succeeding day, the ending time for the move-out day for such City use shall be made earlier as necessary to accommodate the needs of the immediately succeeding Old Premises user. Within three (3) SRT business days after SRT's receipt of the Director's request for the use of the Old Premises Production Areas as provided in this subsection, the SRT Managing Director shall advise the Director if the requested date can or cannot be used by City.

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D. Memorial Day Weekend & Other Dates When Theatrical Facilities Are To Be Made Available for City or City-Authorized Third Party Use.

(1) For Memorial Day Weekend Use. SRT shall make a good faith effort to make the Old Premises Production Areas available for use, subject to the conditions set forth in Subsection 5.E hereof, on the Friday through the Monday of Memorial Day weekend plus one (1) move-in day and one (1) move-out day by City or for the Northwest Folklife Festival or its successor by any other name (the producer of which shall be deemed to be a City-authorized third party).

(2) For Seattle International Children's Festival Use. SRT shall either make the Old Premises Production Areas available or ensure that one (1) or more alternative performance space(s) at the Seattle Center are made available to City or for the Seattle International Children's Festival ("SICF") or its successor by any other name (the producer of which shall be deemed to be a City-authorized third party), for use subject to the conditions of Subsection 5.E hereof, for a period of seven (7) consecutive days including one (1) move-in day starting no later than 12:01 a.m. on the Monday of the week of performances scheduled as provided below (or such earlier time as may be allowed by the SRT Managing Director) and one (1) move-out day lasting until 9:00 a.m. on the day immediately following the last performance in the space made available to SICF hereunder. Such seven (7) consecutive days shall include all of the performance dates specified below: May 12-17, 1997; May 11-16, 1998; May 10-15, 1999; and thereafter, on the six [6] consecutive performance days during the month of May that are scheduled for such event and are identified in a Director's notice to be delivered to SRT Managing Director as soon as such dates are known to the Director but no later than one (1) year prior to the first day of each such year's intended use. For purposes of this provision, the term "alternative performance space(s) at Seattle Center" shall mean and include the New Premises Production Areas, the Poncho Forum in the Premises, any other established theatrical facility at the Seattle Center, or a circus tent or comparable facility equipped with (a) bleachers or seats and risers that are safe for children to use and (b) theatrical lighting and other equipment to reasonably serve the needs of the performers and audience in such space

(3) No Restriction on Other Arrangements. Nothing herein shall restrict SRT from making separate arrangements with City or any City-authorized third party referenced in Subsection 5.D.(1) or 5.D.(2) for the use of other portions of the Premises by City or such City-authorized third party so long as use of the Premises is consistent with Section 4 hereof.

E. Detail of Use; SRT's Lighting Obligations.

(1) Use Pursuant to Subsection 5.C. Use of the Production Areas pursuant to Subsection 5.C shall be exclusive of SRT use, and to facilitate such activities, SRT shall do the following:

(a) Equipment Removal. Remove from the applicable Production Areas prior to the move-in date for such activities, all sets and other theatrical equipment and materials except items that the Director, after consultation with the SRT Managing Director, determines, on behalf of each person or entity authorized to use the Premises pursuant to Subsection 5.C hereof, may remain in place;

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(b) Interference with Access. Not impede or delay reasonable access to and from the loading/unloading area for the Old Premises through the SRT scene shop in the Old Premises; Provided, that SRT personnel shall have reasonable access to the Production Areas to monitor the activities and usage of such facilities by the City, the people and entities authorized to use the Premises pursuant to Subsection 5.C and their invitees.

(2) Use Pursuant to Subsection 5.D. During all use authorized by Subsection 5.D hereof, SRT shall have the right to maintain its sets and other equipment including lighting as it deems appropriate in the applicable Production Areas except in the main floor of house, balcony of house, foyer, public lobby, and public rest rooms, and in that portion of the front of the stage that is reasonably necessary for a performance, which shall be kept clear for festival use under Subsection 5.D hereof.

(3) Stage Lighting. SRT shall further facilitate use of the Production Areas under Subsection 5.C or 5.D hereof by providing stage lighting arranged in a generic plot or as otherwise agreed upon with such user.

F. Equipment Use In Connection With Premises Use Pursuant to Section 5. Use of any portion of the Premises pursuant to this Section 5 by the City or any City-authorized third party shall not give City or such third party the right to use any SRT office equipment or personal property. SRT shall not restrict, or impose any charge for, use of the items listed on Exhibit 2 or 3 hereof by City or any City-authorized third party during any use pursuant to this Section 5 hereof. The use of any such equipment in the Premises by any person or entity other than SRT may be made subject to reasonable policies and restrictions that are generally applied by SRT to all third party users. If any such SRT equipment requires knowledgeable operator for its operation, the qualifications of such operator shall be subject to approval by SRT's Managing Director, which shall not be unreasonably withheld. If the controls for such theatrical or other technical equipment are located in an area generally not made available for access by the general public or personnel otherwise unqualified to operate such equipment, access to such area may be restricted to personnel whose qualifications for access to such area are subject to approval by SRT's Managing Director, whose approval shall not be unreasonably withheld. In the event any of the items or systems listed on Exhibit 2 or 3 becomes unavailable for use by City or any City-authorized third party because of their damage, destruction, or malfunctioning, the SRT Managing Director shall notify the Director regarding such unavailability as soon as possible after such unavailability becomes known, and in such event, SRT shall not be financially liable to City or the City-authorized third party as a consequence of such equipment or system unavailability.

G. SRT Initial Use of New Premises. Notwithstanding the use rights provided for in this Section 5, no festival use nor City use of the performance space in the New Premises shall take place prior to the full run of performances scheduled in SRT's opening season in the New Premises without the prior, written consent of the SRT Managing Director.

H. Cleaning and Repair Associated with City or City-Authorized Third Party Use of Production Areas. By the end of the final move-out day for any use authorized under this Section 5 or as soon thereafter as is reasonably possible, City shall perform, or shall enforce its contract with the third party authorized by City to use the affected Production Area to perform,

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the necessary clean-up of the Premises and repair of any portion of the Premises and all improvements and SRT property on the Premises damaged in connection with or as a result of such City or City-authorized third party's use to the condition they were in at the outset of such City or City-authorized third party's use unless a longer period of time is required for repair work, in which case such work shall be completed as quickly as is reasonably possible.

I. City To Require Insurance from City-Authorized Third Party Users of Production Areas. City shall require every City-authorized third party user of the Old Premises Production Areas or New Premises Production Areas to provide, with respect to the period of such entity's use of any portion of the Premises, public liability (including personal injury and property damage) insurance in the form, and in the coverage amounts specified in such City-authorized third party's use agreement with City, naming SRT as an additional insured. City shall also require such City-authorized third party to provide to SRT's Managing Director not less than seven (7) days prior to such City-authorized third party's first scheduled event in any portion of the Premises, evidence to the reasonable satisfaction of SRT's Managing Director that such insurance has been secured and is being maintained in full force and effect.

J. SRT Charges for Use of Production Areas. SRT may impose, as a condition of use of either the New Premises Production Areas or the Old Premises Production Areas, or any portion of any such area, by any person or entity, any of the following, as applicable, except as otherwise provided in Subsections 5.A, 5.B, and 5.F with respect to City and City-authorized third party use; Provided, that if any such charge is imposed, such charge shall be listed on a rate schedule that is published no more frequently than semi-annually:

(1) A reasonable charge for the use of equipment in the Premises;

(2) A reasonable rent;

(3) A prorata share of utility costs attributable to operation of the New Premises Production Areas or Old Premises Production Areas during such entity's use thereof or a reasonable, flat charge in lieu thereof; Provided, that no utility charge shall be imposed on City or City-authorized third party pursuant to Section 5 hereof;

(4) A reasonable damage deposit for the use of either the New Premises Production Areas or the Old Premises Production Areas; Provided, that no such deposit shall be required of City.

K. Limitation on Festival Use. If SRT has not been paid any amount due under Section 5 in connection with any City-authorized third party's use of any portion of the Premises, SRT may deny subsequent use of such portion of the Premises to such City-authorized third party until the amount in arrears has been paid. Similarly, if any portion of the Premises or any SRT equipment is damaged or destroyed as a consequence of any act or omission of a City-authorized third party or any of its officers, employees, agents or contractors using the Premises pursuant to Section 5 and such portion of the Premises or SRT equipment is not repaired or replaced to the reasonable satisfaction of the SRT Managing Director in a timely manner after SRT provides notice of such damage or destru to such City-authorized third

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party, SRT may deny further use of the Premises to such City-authorized third party until such repair or replacement occurs.

L. Gilbert & Sullivan Society Use of Old Premises. Unless otherwise agreed by the SRT Managing Director and the Gilbert & Sullivan Society, in writing, SRT shall schedule use of and activities within the Old Premises by SRT, its contractors, and all other users so that the Gilbert & Sullivan Society may use and occupy the Old Premises Production Areas for at least a period that includes the first four (4) Saturdays and Sundays from and after the first Saturday following each July 4th in each year during the term hereof, and all weekdays between such weekend days, under terms and conditions that are substantially the same as those that would apply if such space were made available directly by City to the Gilbert & Sullivan Society under a Seattle Center temporary facility use and occupancy agreement.

6. RENT, ADDITIONAL RENT & REIMBURSEMENT OF CITY EXPENSES.

A. Amount of Rent, City Charges and Expense Reimbursement Due. SRT hereby covenants to and shall pay rent for the Premises and shall reimburse City expenses and pay City charges as follows, all without any offset or deduction whatsoever:

(1) Rent for Old Premises Through May 31, 2009. During the period from and after the Commencement Date of this Agreement through May 31, 2009, the monthly rent for the Old Premises specified in the attached Old Premises Schedule for Rent Payments Through May 31, 2009 (Appendix 2).

(2) Rent for Old Premises on and after June 1, 2009. During the period from and after June 1, 2009, the monthly rent for the Old Premises specified in the attached Old Premises Schedule for Rent Payments From & After June 1, 2009 (Appendix 3).

(3) Rent for New Premises. During the period from and after the Commencement Date of the separate Construction Agreement between the parties through May 31, 2026, the annual rent for specified in Section 1 of the attached New Premises Rent Schedule (Appendix 4), except as provided in Subsection 29.C hereof.

(4) Reimbursement of City Expenses. During the period from and after the Commencement Date, reimbursement of the following City expenses:

(a) The cost of any cleaning, repair or maintenance work performed on the Premises on behalf of SRT pursuant to Subsection 12.F or 13.L hereof;

(b) The cost of heating provided by Seattle Center to the Premises as well as for any maintenance and repair work provided by City to the HVAC system located in the Premises that is not a City obligation under Section 13 or Exhibit 4, 5, 6 or 7,

(c) The cost of cooling services provided by Seattle Center to the New Premises from and after the date of issuance by City of a Certificate of Occupancy for the New Premises, and to the Old Premises from and after the third anniversary of the date of issuance

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by City of a Certificate of Occupancy for the New Premises, all at the rate of One Hundred Ninety Dollars ($190.00) per ton of cooling or whatever higher rate is identified, from time to time, by the Building Operators & Managers Association ("BOMA") as the industry standard;

(d) The cost of repairing or replacing damaged City property pursuant to Subsection 19.A hereof;

(e) The cost of insurance coverage secured for SRT by City, if any, pursuant to Subsection 18.F hereof; and

(f) Fifty percent (50%) of the total cost compensation and expense reimbursement paid for the independent evaluator's review and making of a determination with respect to any disputed invoice pursuant to Subsection 13.F hereof.

(5) Payment of City Charges.

(a) The applicable City charges for the removal and disposal of nonrecyclable solid waste from and after SRT's request for such service pursuant to Subsection 13.C.(1) hereof; and

(b) The applicable City charges for personnel services provided, upon SRT's request, pursuant to Subsection 16.B hereof.

(6) Additional Fee Due for Dishonored Check. In the event SRT presents to City a check that is later dishonored for insufficient funds or other reason, SRT shall pay whatever additional fee has been established therefor by ordinance, rule or regulation generally applicable to dishonored checks.

B. Times and Place for Payments.

(1) Rent. One twelfth of the annual rent due and payable to City shall be remitted by SRT to City on or by the first (1st) calendar day of each and every month following the Commencement Date unless such day is a City holiday or weekend, in which case such payment shall be due and payable on the first City business day thereafter. SRT's initial payment of rent hereunder shall include, in addition to payment of rent for the month for which such payment is made, not only an additional, prorated amount for the period from and after the Commencement Date through the last day of the month in which the Commencement Date occurs for the rent due pursuant to Subsection 6.A.(1) hereof, but also all retroactive rent due pursuant to Subsection 6.A.(3) hereof; Provided, that in the event SRT has paid rent for use of the Old Premises under the Bagley Wright Theatre at Seattle Center Licensing Agreement executed on or about February 20, 1981, as amended on or about November 3, 1983, for the full month in which the Commencement Date occurs, the amount so paid shall be prorated, and the portion of such payment that is applicable to the period in such month from and after the Commencement Date of this Agreement through the last day of that month shall be credited against the amount due as rent for that same period under Subsection 6.A.(1) of this Agreement. In the event this Agreement is scheduled to expire or terminate on a day other than the last day of a month, the rent for that last partial month shall be pro-rated by dividing the rent amount

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prescribed in the Rent Schedules for the final year of this Agreement by thirty (30) and multiplying the resulting quotient by the number of days between the first day of that final month and the expiration or termination date, inclusive. Until such time as SRT receives the Director's notice of the amount of the latest CPI-adjusted rent to be paid by SRT for the Old Premises in any calendar year, SRT shall remit to City, as a partial payment of the rent payable in that calendar year, the amount of the monthly rent payable for the Old Premises during the immediately preceding calendar year. After SRT's receipt of the Director's latest notice of the CPI-adjusted monthly rent payable to City, SRT shall remit the full amount of rent due to City as specified in the latest such Director's notice, and within forty-five (45) days after the receipt of such notice, SRT shall remit the difference between the aggregate amount of the partial payments of rent by SRT for the year in which such rent adjustment notice was given and the aggregate amount of rent payable to City as specified in the latest such notice.

(2) Reimbursement of City Expenses and Payment of City Charges. All City expense reimbursements and City charge payments due from SRT shall be payable within thirty (30) days after invoicing by City therefor unless SRT disputes the reasonableness of the charge made by City pursuant to Subsection 6.C. In such event, SRT shall pay the undisputed amount within said thirty (30) day period, and notify City of the basis of dispute as to the remaining amount. SRT shall not be deemed to be in breach of this Agreement if SRT contests charges made by City pursuant to Subsection 6.C. as being unreasonable. In the event that any City expense reimbursement invoiced to and disputed by SRT is ultimately found to be due and owing to City, SRT shall also pay interest on such disputed amount and the service charge applied to delinquent sums as provided in Subsection 6.B.(3) hereof.

(3) Remittance address; Interest & Service Charge on Delinquent Sums. All payments shall be made to The City of Seattle and delivered to the Seattle Center Accounting Office, at the street address specified in or pursuant to Section 37 hereof. All sums due and owing to the City shall be delinquent if not paid on or before the fifth (5th) day after the date due. In the event any payment is delinquent, SRT shall also owe to City (a) interest at the rate of one percent (1%) per month on the delinquent amount, plus (b) for each month such delinquency is invoiced, a service charge of Fifty Dollars ($50.00) for the additional accounting required as a consequence of such delinquency, or such larger accounting service charge as may be established, from time to time, by City ordinance, which interest and service charge shall be added to the amount of the delinquency and become immediately due and payable.

C. Contestability of Alleged Underpayments and Overpayments. In the event either party to this Agreement contends, in good faith, that it has overpaid or has been underpaid any amount of money under this Agreement, such party shall give notice to the other party of its claim explaining, in detail, all facts upon which such claim is based. In the event the other party disputes any part of such claim, and refuses to provide the relief requested by the party giving such notice, the party that gave notice of such claim may file an action for the reimbursement or collection, as appropriate, of such claimed amount; Provided, that if an action is not filed for the collection or reimbursement of such claimed amount within sixty (60) days after the date of the claimant's notice to the other party regarding such claim, such claim shall be deemed to have been waived.

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7. BOOKS AND RECORDS.

Each party to this Agreement shall keep true, separate, accurate, complete and auditable records and receipts for all cleaning, maintenance and repair work performed on the Premises by or for it, including but not limited to copies of all invoices received and all analogous and collateral supporting data regarding such expenses. All such records shall be retained in King County, Washington, for at least six (6) years after the close of such party's fiscal year.

8. AUDIT.

SRT shall permit the Director, City Director of Finance, City Auditor or State Auditor, from time to time, as such official or his/her functional successor or designee deems necessary, to inspect and audit in King County, Washington, at any and all reasonable times, all pertinent books and records of SRT pertaining to maintenance and repair work performed on the Premises. SRT shall supply such auditors with, or shall permit such auditors to make, at no expense to SRT, a copy of all such books and records and any portion thereof, upon the request of such official or such official's functional successor or designee. The Director shall give notice to SRT regarding any audit exception found in the course of any such audit. For any audit performed by City, the SRT Managing Director shall be afforded an opportunity to discuss the audit with the persons who have conducted the same in an exit interview and to review the preliminary audit findings and make a response thereto within such reasonable time period as is specified by the auditor.

9. PREMISES IMPROVEMENTS, ALTERATIONS AND ADDITIONS.

A. SRT Responsibility for Premises Modifications Subsequent to the Making of Initial Improvements. SRT shall be responsible for the making of all improvements, additions, and alterations to the Premises deemed by SRT to be desirable or necessary for its use that do not constitute maintenance, repair, janitorial, or sanitation control work to be performed pursuant to Section 13 of this Agreement. No such improvement, addition, or alteration, or any portion thereof, shall be made at City expense unless otherwise specifically and expressly agreed upon, in writing.

B. Prior Approval of Plans & Specifications Required for Alterations, Additions & Improvements to Portions of Premises Owned by Other Party. No alteration, addition or improvement that either party proposes to make or have made to any portion of the Premises that is not then owned by such modification proposer shall be undertaken by the modification proposer without the prior, written approval of the party owning the portion of the Premises that would be affected by such proposed modification; Provided, that in the event of an emergency, any such modification may be made without the securing of such prior approval, but in such event, the party responsible for the making of such modification shall provide notice to the other party detailing the nature and extent of such modification work as soon as possible after the commencement thereof. Where such modification is to be made at the expense of the modification proposer and will have no adverse financial impact on the other party, such approval shall not be unreasonably withheld or delayed. In addition to the foregoing, prior to

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the commencement of any improvement, addition or alteration work by or for SRT to (1) the exterior of the Premises or (2) any plumbing, mechanical, structural, or electrical system serving the Premises, SRT shall submit to the Director, for approval, schematic designs, design development drawings, and final working drawings and specifications for the construction of the same. SRT shall not begin or permit the commencement of any such activity until after the Director has approved the same, which approval shall not be unreasonably delayed or withheld but may be conditioned upon, among other things, (a) the insuring of City against liability for personal injury and death and damage to property; (b) the protection of City against laborers' or materialmen's liens; and, (c) if requested by the Director, the restoration, upon the expiration or earlier termination of this Agreement, of (i) the Old Premises or the exterior of the New Premises; or (ii) any plumbing, mechanical, structural, or electrical system serving the Premises, or any combination thereof to its condition immediately prior to such change. Nothing in this Section 9 shall require either party's prior approval with respect to cleaning, repair or maintenance undertaken by the other party pursuant to Section 13 of this Agreement.

C. Specific Alterations, Additions & Improvements.

(1) Wiring & Electrical & Electronic Equipment. All electrical wiring and electric and electronic equipment that SRT desires to have installed in the Premises on or after the full execution date of this Agreement shall be installed at no cost to City (except as provided under Section 13 hereof) by a properly licensed contractor.

(2) Old Premises Stage Floor. City shall provide and expend the funds appropriated through City's Capital Improvement Project S9502 to acquire the materials needed for the replacement of the Old Premises Stage Floor and pay the necessary project management and administrative expenses associated therewith. SRT shall complete the necessary alteration of such materials and the installation work to replace the stage floor, which SRT activity shall be treated as an SRT, rather than City, alteration or improvement project. In addition to the other indemnification obligations assumed by SRT hereunder, SRT shall indemnify, defend, and hold City harmless from any and all damages, losses, actions, suits, and causes of action arising out of the alteration of such materials and the installation of the replacement stage floor in the Old Premises and the use of the same subsequent to the date this Agreement is fully executed.

D. No Representation or Liability Created by Approval. The approval by the Director of any design, drawing, or specification for any improvement, addition or alteration to be made to the Premises by or for SRT shall not constitute an opinion or representation by City as to the compliance of such design, drawing or specification with any law or ordinance or its adequacy for other than the Seattle Center Department's own purposes; and such approval shall not create or form the basis of any liability on the part of City or any of its officers, employees or agents for any injury or damage resulting from any inadequacy or error therein or any SRT failure to comply with applicable laws or ordinances.

E. Work Inconsistent with Approved Plans and Specifications. If the other party's approval is required under this Section 9 with respect to the plans and specifications for any improvement, alteration and addition to be constructed, placed or erected on the Premises, or if such other party is responsible for the maintenance of the portion of the Premises on which any such improvement, alteration or addition would be constructed, placed or erected, the party

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for which such construction, placement and erection work or any portion thereof is performed shall ensure that the same is undertaken only in accordance with such approved plans and specifications. The party that owns the portion of the Premises that is affected by such improvement, alteration or addition may, but is not obligated hereunder to, inspect such work to verify that it is or has been undertaken in accordance with the approved plans therefor. In the event any such work is not according to the approved plans, the party that owns the portion of the Premises affected by such improvement, alteration or addition may send a Notice of Noncompliance to the other party. Immediately following its receipt of such notice, the party that has made such noncompliant improvement, alteration or addition shall either remove from the Premises the improvement, addition or alteration at variance from the approved plans and specifications, or make it consistent with such approved plans and specifications within the reasonable time period specified in such notice.

F. Construction Bond. If required by the Director, SRT shall file with the Director prior to the commencement of any improvement, addition, or alteration to the Premises to be made after completion of the work contemplated in the Construction Agreement (Appendix 1) and involving aggregate costs in excess of $100,000.00, a good and sufficient corporate surety bond subject to approval by the City Attorney as to form and surety, conditioned upon the completion and installation of said improvement, addition, or alteration work as described in plans submitted to and approved by City, and in accordance with the provisions of all licenses, permits, regulations, ordinances and laws governing such activity, and further conditioned upon the payment of all persons supplying labor and material therefor and upon the completion of said improvement, addition or alteration without cost and expense to City.

G. Construction Liability Insurance. If SRT acts as its own general contractor, SRT shall furnish and maintain, and if otherwise, SRT shall require every contractor with which it contracts to furnish and maintain, during the full period of the making of any part of any improvement, alteration or addition to the Premises, at no cost to City, a policy of public liability and property damage insurance issued by an insurance company licensed to do business in the State of Washington, protecting City from any and all claims for damages for personal injury, including death, and for property loss or damage that may arise from any activity related to the making of said improvement, alteration or addition, whether such activity is by SRT, its contractor(s), any subcontractor(s), or by anyone directly or indirectly employed by or under contract to any of them. Said policy shall provide coverage in the following minimum amounts: One Million Dollars ($1,000,000) for injury or death of any person; Two Million Dollars ($2,000,000) annual aggregate for bodily injury; and Builder's Risk coverage equal to the replacement value of the Premises as well as the proposed improvement, alteration or addition; Provided, that minimum required insurance coverage amounts shall be subject to increase after each third anniversary of the Commencement Date to such amount(s) as the Director reasonably determines is necessary to protect City interests in the Premises, taking into account inflation, the foreseeable risks attending the proposed construction activity, and coverage limits customary for property of similar character. Under each such policy The City of Seattle shall be named as an Additional Insured except that for the Builder's Risk coverage, SRT, SRT's general architect, contractor, and subcontractors in every tier, in addition to The City of Seattle, shall be identified as Named Insureds. Each such policy shall provide that the terms thereof cannot be modified or terminated without thirty (30) days prior written notice to City, all in the manner and form specified in Subsection 18.C hereof. Evidence of such insurance, as provided in

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Subsection 18.C hereof, must be filed with the City Risk Manager prior to the commencement of any demolition or construction work.

H. Delivery of Final Development Record Drawings and Related Materials. SRT shall deliver to the Director, within six (6) months after the substantial completion of the New Premises and all alterations, additions and improvements made to either the Old Premises or the New Premises by or on behalf of SRT, (a) 3.5" 1.44MB disks in Autocad 12 or other format acceptable to the Director reflecting and documenting the final development record drawings for the New Premises and the portion of Old Premises or New Premises in which such alteration, addition or improvement work was undertaken, and (b) two (2) copies of any operations and maintenance manuals that have been received by SRT and are necessary for the repair and maintenance of any structural, mechanical, electrical, or architectural building system installed in Premises by or for SRT.

I. Testing of Premises. SRT may make such tests, borings and other minor disturbances of the Premises as may be necessary to develop designs and plans for all improvements, additions and alterations to the Premises that are required or desired by SRT beyond that undertaken pursuant to the Construction Agreement, including installations and modifications to accommodate changes in trade fixtures and stage equipment intended for use on the Premises. SRT shall submit to the Director a report of the findings and results of each such test or boring within thirty (30) days after the date such findings and results are obtained, except any report regarding testing or boring performed with respect to the New Premises prior to the full execution of this Agreement, which shall be submitted within thirty (30) days after the full execution of this Agreement.

10. ACCEPTANCE OF PREMISES.

By entering into and occupying the Premises, or any portion thereof, SRT accepts the same in their condition as of the date of such occupancy. SRT covenants that no representation, statement or warranty, express or implied, have been made by or on behalf of City with respect thereto or the user occupancy that may be made thereof, except as may be contained herein or as is provided for in the Construction Agreement. Nothing contained in this section shall be construed to be made for the benefit of any party other than the City or waive any SRT rights with respect to such third parties.

11. CITY CONTROL OF CENTER BUILDINGS AND GROUNDS.

A. City Reserved Powers. Except as otherwise specifically provided in this Agreement, City reserves the exclusive right, without liability of any kind to:

(1) Make Physical Modifications to Seattle Center. Increase, reduce, and change in any manner whatsoever the number, appearance, dimensions, and locations of the Seattle Center walks, buildings, landscaping, parking, and service areas, and make improvements, alterations, and additions to the portions of the Seattle Center facilities that have not been made available to SRT for its exclusive use; and make other above-ground and underground

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improvements in and to the Seattle Center regardless of whether or not any such improvement interferes with air, light or views available to or from the Premises; Provided, that the Director shall make a good faith effort to provide reasonable advance notice of each such modification that is proposed to occur in the immediate vicinity of the Premises;

(2) Regulate Traffic. Regulate all traffic within and adjacent to the Seattle Center including the operation and parking of vehicles of SRT, and any of its officers, employees, contractors, and invitees;

(3) Impose or Authorize Imposition of a Charge for Admission to Seattle Center. Impose a reasonable charge for admission to the Seattle Center other than the Premises and facilities therein; Provided that no such charge shall be applied to or imposed on any holder of a ticket for admission to any SRT event, or to or on any SRT personnel seeking access solely to the Premises, other than the applicable charge imposed for the parking of a vehicle at a Seattle Center parking garage or lot or for transportation on the Monorail. City or any City-authorized third party using any portion of the Premises pursuant to Section 5 hereof may impose admission charges to events in those portions of the Premises being used by City or City-authorized third parties so long as SRT personnel and invitees are exempted from charges imposed for admission to the Premises for SRT business purposes or to participate in SRT programs occurring during the time of such City or festival use of such portion of the Premises; Provided, that nothing herein shall limit City authority to impose any admission tax;

(4) Present Exhibits & Special Events. Erect, display and remove promotional exhibits and materials and permit special events to occur on the Seattle Center grounds, and in the buildings and facilities thereof other than the Premises, and pursuant to Section 5 hereof, in the Premises;

(5) Promulgate Rules & Regulations. Promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any area of Seattle Center other than the Premises, except City shall have the right to promulgate such rules and regulations with respect to events occurring in the Premises pursuant to Section 5 hereof;

(6) Determine Hours of Operation. Reasonably determine the days and hours the Seattle Center and various business operations conducted thereon shall be open to the public; and

(7) Determine Extent of Business Operations at Seattle Center. Determine the size, number, and type and identity of concessions, stores, businesses, and operations being conducted or undertaken at Seattle Center; and to operate and authorize others to engage in any and all forms of concession activity at the Seattle Center and in any facility thereof, as the Director deems appropriate.

B. Restricted SRT Access to Roof of Premises. SRT shall not allow any of its officers, employees, agents, contractors or any other person or entity to have access to or use of the roof for any purpose whatsoever except as expressly authorized, in writing, by the Director.

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12. ENVIRONMENTAL & OPERATING CONDITIONS

A. Definitions. For the purpose of this subsection, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

(1) "Laws or Regulation" shall mean any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction of which SRT has knowledge), now or hereafter in effect including but not limited to the Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act as amended by the Solid and Hazardous Waste Amendments of 1984, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, and the Solid Waste Disposal Act.

(2) "Hazardous Substance" shall mean any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any federal, state, or local statute, ordinance, or regulation relating to environmental protection, contamination or cleanup.

B. Restrictions on SRT Activities Involving Any Hazardous Substance. SRT shall not cause to occur upon the Premises or permit the Premises to be used to generate, produce, manufacture, refine, transport, treat, store, handle, dispose, transfer, or process any Hazardous Substance except in compliance with all applicable Laws and Regulations. SRT shall provide the Director with the SRT's USEPA Waste Generator Number (if any) and shall make available for inspection at SRT's place of business upon reasonable request, all Material Safety Data Sheets (MSDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory permits or approvals (including revisions or renewals) and any correspondence that SRT or any subordinate Premises user other than City or a City-authorized third party pursuant to Section 5 hereof receives from, or provides to, any governmental unit or agency in connection with the handling of any Hazardous Substance or the presence, or possible presence, of any Hazardous Substance on the Premises.

C. Correction of Violations. If SRT or any subordinate Premises user other than City or a City-authorized third party pursuant to Section 5 hereof violates any applicable Law or Regulation or any of the terms of this section concerning the presence or use of any Hazardous Substance or the handling or storing of any hazardous waste, upon receipt of notice of such violation or the expiration of all challenges and appeals of such notice, whichever occurs later, SRT shall promptly take such action as is necessary to mitigate and correct the violation. If SRT does not act in a prudent and prompt manner, City reserves the right, but not the obligation, upon reasonable prior notice to SRT, to act in place of SRT (for which purpose SRT hereby appoints City as its agent), to come onto the Premises and to take such action as is necessary to ensure compliance or to mitigate the violation. If the Director has a reasonable belief that SRT or a subordinate Premises user (other than City or a City-authorized third party user pursuant to Section 5 hereof) is in violation of any law or regulation regarding the presence or use of any Hazardous Substance, or that the action or inaction of SRT or any subordinate Premises user presents a threat of violation or a threat of damage to the Premises, City reserves

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the right, upon reasonable prior notice to SRT, to enter onto the Premises and take such corrective or mitigating action as the Director deems necessary. All reasonable costs and expenses incurred by City directly attributable to any such action shall become immediately due and payable by SRT upon presentation of an invoice therefor.

D. Testing. SRT shall provide City with access to the Premises to conduct an environmental inspection at such reasonable time(s) as m[illegible] requested by City. In addition, SRT shall permit City access to the Premises at any [illegible] upon reasonable notice, for the purpose of conducting environmental testing at City expe[illegible] SRT shall not conduct or permit any other person or entity to conduct environmental testing on the Premises without first obtaining the Director's written consent, which shall not be unreasonably withheld. SRT shall promptly inform the Director of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the Premises whenever the same becomes known to SRT, and SRT shall provide a written copy of the same to the Director within thirty (30) days after the preparation of any such material.

E. Removal of Hazardous Substances Prior to Vacating Premises. Prior to SRT's vacating of the Premises, whether pursuant to Section 30 hereof or otherwise, SRT shall remove every Hazardous Substance placed on the Premises by SRT or any of its subtenants, employees, agents and contractors during the term of this Agreement and shall demonstrate such removal to the Director's reasonable satisfaction.

F. Reimbursement of City Costs. In addition to any remedy provided above, SRT shall reimburse City whenever City incurs any cost directly resulting from a violation by SRT or any subordinate Premises user (other than City or a City-authorized third party pursuant to Section 5 hereof) of any of the terms of this Section 12, including, but not limited to, the costs of any investigation, clean-up and other remedial activity; the fees of consultants, contractors, and attorneys; fines, penalties assessed directly against City, injuries to third persons or other property, and losses of revenue resulting from an inability to lease or re-license or market the Premises or any portion thereof due to its environmental condition as the result of the violation of the terms of this Agreement by SRT or any subordinate Premises user (other than City or a City-authorized third party pursuant to Section 5 hereof) even if such loss of revenue occurs after the expiration or earlier termination of this Agreement; Provided, that City shall notify SRT prior to incurring any such costs, and SRT shall be provided a reasonable opportunity to defend any claim giving rise to such costs.

G. Indemnification. In addition to all other indemnification provided in this Agreement, and notwithstanding the expiration or earlier termination of this Agreement, SRT shall defend, indemnify and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including the fees of consultants, contractors and attorneys, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substance placed by SRT or any subordinate Premises user other than City or a City-authorized third party pursuant to Section 5 hereof on the Premises and resulting in a violation of any of the terms of this section, or the migration of any such Hazardous Substance from the Premises to other property or into the surrounding environ-

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ment that results in a violation of any of the terms of this section, whether made, commenced or incurred (1) during the term of this Agreement, or (2) after the expiration or termination of this Agreement if arising out of an event occurring during the term of this Agreement; Provided, that City shall provide SRT with prior notice of any event giving rise to SRT's indemnification obligation hereunder.

H. Noise. SRT recognizes and accepts City's current use of Seattle Center facilities and grounds areas for events with noise and vibration. When making any addition, alteration or improvement on or to the Premises, SRT shall take and include such preventive measures as it deems appropriate to reduce the impact of Seattle Center noise and vibration and to make the Premises suitable for SRT's intended use. In the event City desires to undertake construction and maintenance that would generate noise likely to interfere with any scheduled SRT activity, City shall provide notice to SRT regarding the need to make such noise and the expected date(s), time(s), and duration of the same as soon as reasonably possible after City learns of such potential noisemaking, and the parties shall consult regarding possible adjustments in their respective planned activities to minimize the impacts on both parties or to otherwise address the issue; Provided, that no such notice or consultation shall be required in the event such noise is generated as a consequence of construction or maintenance work undertaken in response to an emergency situation.

I. Premises Use Schedule to be Provided by SRT to City. SRT shall submit to the Director not later than ten (10) days after the beginning of each month, a written schedule detailing the following information with respect to activities that are scheduled to occur in the Premises during the immediately succeeding month: (a) for performances, (i) the performance's name, (ii) the name of its presenter, (iii) the particular facility(ies) that will be used, (iv) each performance date, and (v) its starting and ending times; and (b) for other uses including but not limited to performances, meetings and other assemblies of people that will occur in any area of the Premises to which people other than SRT officials, employees, and volunteers (i.e., members of the general public) are invited, (i) the type of use, (ii) the name of the user, (iii) the particular facility(ies) that will be used, (iv) each use date, and (v) the starting and ending times for such use. SRT may satisfy this reporting obligation by submitting to the Director an annual schedule of its rehearsal and performance season and by periodically supplementing such annual schedule with such other information as required herein.

13. MAINTENANCE, RECYCLING, CLEANING AND REPAIR

A. Maintenance Responsibilities of Parties; Authority to Use Third Parties. The SRT and City, at no expense to the other, shall maintain in good order, condition, and repair (reasonable wear and tear and damage by fire or other casualty excepted) the particular portions of the Premises assigned to it in Subsection 13.B and Exhibits 4 through 7 and in the manner and to the standards specified in such exhibits. Except as otherwise limited by applicable law, collective bargaining contracts, or this Agreement, each party may select, without interference from the other, its own agents, contractors or designees to perform the maintenance and repair activity that is designated as such party's responsibility under this Agreement.

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B. Janitorial Activity & Sanitation Control.

(1) City Responsibilities. City shall ensure that whatever janitorial activity and sanitation control is necessary to keep the interior of the building on the Old Premises and the loading/unloading/parking area of the Old Premises clean, attractive, and free from vermin, is secured, undertaken and performed in a timely manner. All such work shall be performed at no additional cost or expense to SRT through May 31, 2009. SRT may commission a consultant to provide a reasonable estimate of the cost of, or issue a public request for proposals or invitation to bid for, the performance of janitorial work to be performed in the Old Premises on and after June 1, 2009, which document shall detail the type and extent of all such work to be performed and the required terms and conditions of any contract to be issued in connection therewith, which conditions shall include compliance with R.C.W. Ch. 39.12, Ch. 49.28, and Ch. 49.46, or the successor enactment(s) thereto requiring the payment of minimum and prevailing wages and regulating the hours of work for janitorial services in publicly owned facilities. City shall be eligible to respond to such request for proposals or invitation to bid. In the event that SRT receives a credible proposal or bid or a reasonable consultant's estimate for the performance of such work that indicates such work could be performed by another entity at a cost that is lower than the proposal or bid received from City for the same work or the consultant's reasonable cost estimate for the same work, and City continues to be obligated to allow City janitorial staff to perform such work, then, from and after June 1, 2009, SRT shall reimburse all direct expenses (such as wages, benefits including but not limited to paid time off, supplies, equipment, and equipment maintenance) incurred by City in having such work performed plus an amount for City-incurred indirect expenses associated therewith equal to the direct expenses multiplied by the Seattle Center's indirect rate (which shall be no more than fifteen percent [(15%]); Provided, that the aggregate reimbursement shall be no greater than the lowest credible cost for the performance of such work as specified in the proposals or bids received by SRT. If the collective bargaining agreement between City and the labor organization representing City employees performing janitorial work in the Old Premises is modified to permit SRT to make direct arrangements for the performance of janitorial services in and with respect to the Old Premises, the Director shall give notice to SRT of such modification. If SRT desires to have an entity other than City perform janitorial services in the Old Premises after SRT's receipt of such Director's notice, SRT shall give notice to the Director of the date on which City janitorial services are to end and SRT's contractor's services are to commence (which date shall not be less than one (1) year after the date of such SRT notice). City shall have no responsibility to perform janitorial services in the Old Premises after the date specified in such SRT notice.

(2) SRT Responsibilities. SRT shall ensure that whatever janitorial activity and sanitation control is (a) necessary to keep the interior of the Premises, the loading/unloading/parking area of the Old Premises, and the exterior courtyard on the west side of the New Premises clean, attractive, and free from vermin and (b) not a City performance responsibility under Subsection 13.B.(1) hereof, is secured, undertaken and performed in a timely manner and at no cost or expense to City.

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C. Removal of Recyclable & Non-Recyclable Solid Waste.

(1) Removal of Solid Waste. SRT shall have all recyclable and non-recyclable solid waste generated on and in the Premises removed from the Premises and appropriately disposed of at a location other than the Seattle Center at no cost to the City. Upon SRT's request, City shall provide such removal and disposal services on a regular, scheduled basis, for which SRT shall pay the City charge established, from time to time, for such service. The Director reserves the right to specify the minimum frequency for the removal from the Premises of solid waste and recyclable materials, as well as the access route across the Seattle Center for any motor vehicle used for such removal activity.

(2) Authorized Storage Location of Recycling Containers, Garbage Cans, Dumpsters and Other Equipment. Any storage containers used for the disposal of recyclable materials, garbage cans and dumpsters serving the Premises shall be located only in the exterior location(s) that have received the prior, written approval of the Director. Unless otherwise authorized by the Director, SRT shall not store any equipment of any kind or nature (whether owned by SRT, City or a third party) on the loading dock for the New Premises at any time, or in other areas outside of the buildings on the Premises between 2:00 a.m. and 7:00 a.m. except in the loading/unloading/parking area of the Old Premises

D. City Access to Premises for City Maintenance, Cleaning & Repair. City, its consultants and contractors, and their respective officers, employees, agents, representatives, and subconsultants and subcontractors shall have the right to enter the Premises at all reasonable business hours and, in the event of any emergency, at any time, to examine and inspect the same and to make such evaluations, and perform such repairs, maintenance and cleaning as is required of City or permitted by SRT under this Agreement, all without abatement of rent or any other fee or charge that may become due and payable after such action unless SRT is required to materially suspend its use and occupancy of the Premises for the period of such action as a direct consequence of such inspection, evaluation, repair, maintenance or cleaning. To facilitate such activity, scaffolding and other necessary structures may be erected when necessary. The person or entity undertaking any such work shall use its best efforts to minimize interference with egress and ingress to, and with SRT's activities on, the Premises. In the event any such inspection, evaluation, repair, maintenance or cleaning activity requires access to the Premises for a period greater than one (1) day or would interfere with any SRT scheduled activity identified in the notice provided pursuant to Subsection 12.I hereof, the Director shall coordinate such activities with SRT schedule requirements. City shall be liable for any and all damage to the Premises and SRT property resulting from City negligence, or the negligence of its employees or agents in connection with such activities. SRT shall provide the Director with such key(s) as will unlock all of the doors in the Premises (excluding SRT's vaults, safes, and desks and files) to facilitate City access for the performing of inspection, evaluation, repair, maintenance and cleaning activity contemplated in this Agreement; City shall have the right to use any and all reasonable means to obtain entry to the Premises in an emergency. No entry into the Premises in accordance with the foregoing by City or any of its contractors or consultants or any of their officers, employees, subconsultants, subcontractors, or agents shall be construed to be an eviction of SRT or a forcible or unlawful entry into, or a detainer of, the Premises or any portion thereof, or the breach of this Agreement. Due care for the Premises and persons and property on the Premises shall be exercised when City or any of its officers,

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employees, consultants, contractors, subconsultants, subcontractors, or agents enter the Premises.

E. Inspection for Maintenance Purposes. The Director shall inspect the Premises at least once per year, at City expense, and shall provide a written report to SRT of City's findings and recommendations regarding necessary or advisable maintenance and repair to be undertaken by SRT as contemplated in Exhibits 4 and 7 hereof. SRT may also inspect the Premises, at its own cost, and may notify the Director of any necessary or advisable repair and maintenance to be undertaken by City as contemplated in Exhibits 5, 6 and 7 hereof. Within a reasonable time after receipt of such report or notice, the party receiving the same shall perform such necessary repair and maintenance work as is its responsibility under this Agreement.

F. Bagley Wright Theatre Maintenance, Repair & Replacement Fund & SRT Replacement Trust Fund.

(1) Creation of City Fund. Within sixty (60) days after the full execution of this Agreement City shall create a "Bagley Wright Theatre Maintenance, Repair & Replacement Fund" (hereinafter "BWTMRR Fund") for the holding, in trust, of the City-provided share of money to be accumulated and expended exclusively for replacement and repair purposes with respect to the Old Premises (including but not limited to the administration of replacement and repair projects) as provided herein.

(2) Creation of SRT Replacement Trust Fund. On or by July 1, 1997, SRT shall make arrangements for the creation of a separate Replacement Trust Fund that shall be used for the holding, in trust, of SRT deposits of money to be accumulated and expended exclusively for replacement, maintenance and repair purposes with respect to the Old Premises (including but not limited to the administration of replacement, maintenance and repair projects) as provided herein.

(3) Remittance of Minimum Annual SRT & City Deposits. Within sixty (60) days after the full execution of this Agreement, and on or by February 1st of each year thereafter through 2009, City shall deposit into the BWTMRR Fund as its minimum annual deposit thereto, the amount of money specified in Exhibit 8 for that year. (No deposit into the BWTMRR Fund shall be required of City for 2010, or for any year thereafter under this Agreement or otherwise.) On or by August 1st of each year from and after 1997 through 2025, SRT shall deposit into the separate Replacement Trust Fund created pursuant to Subsection 13.F.(2) hereof, as its annual minimum remittance thereto, the amount of money specified in Exhibit 8 for that year. Each such deposit shall be an independent obligation of SRT and City hereunder and shall be made without setoff or deduction of any kind or nature and without regard for any claim whatsoever that either party may have against the other.

(4) City & SRT Remittances of Supplemental Deposits.

(a) City Supplemental Deposits. In the event that on or before May 31, 2009, the Director and SRT Managing Director agree that (a) any maintenance, replacement or repair project with respect to the Old Premises costing $5,000 or more must be undertaken one (1) or more years prior to the year such work was anticipated according to the schedule

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attached hereto as Exhibit 8, or a maintenance, replacement or repair project not identified in Exhibit 8 must be undertaken to keep the Old Premises a fully functional and safe, live theatrical facility, and (b) the aggregate balance of the BWTMRR Fund and SRT Replacement Trust Fund is insufficient to pay for such premature or unanticipated project without jeopardizing the funding of future, planned maintenance, repair and replacement projects as projected in Exhibit 8, then, solely based on the financial reality that City assets, as compared to SRT assets, may be more readily available to pay for such premature or unanticipated project, City shall deposit into the BWTMRR Fund whatever additional funds are necessary to pay the cost of such premature or unanticipated project; Provided, that before City is obligated to make any supplemental remittance pursuant to this subsection, the Director and SRT Managing Director shall meet to review Exhibit 8 and determine whether any anticipated expenditure listed therein could be deferred or Exhibit 8 could be otherwise modified to eliminate the need for the providing of any such supplemental remittance. In the event any such supplemental remittance must be made by City to pay a premature expense (i.e., an expense required prior to the year in which it was expected to occur according to Exhibit 8), then, beginning in the year in which such expense was to occur, according to Exhibit 8, City shall invoice and be reimbursed from the BWTMRR Fund and, as necessary, from the SRT Replacement Trust Fund, in the amount of such supplemental remittance (without the addition of any interest); Provided, that if such reimbursement cannot be paid in any single year, then the amount of such reimbursement that is not payable in such year shall be paid in the next succeeding year. The parties acknowledge that they have purposefully not included in Exhibit 8 any costs associated with the installation of rigging, or any expense associated with the repair or replacement of the Old Premises stage floor. It is the parties' expectation and intention that SRT shall pay all labor costs associated with the installation of rigging as well as all costs of any kind or nature associated with the installation of the Old Premises stage floor (including any alteration of City-purchased materials in connection therewith), or the maintenance, repair or replacement of such stage floor other than the costs specified in Subsection 9.C.(2) hereof. If the amount of funds identified in Exhibit 8 for any Old Premises replacement or repair project is sufficient to pay not only the acquisition cost for the necessary materials to be replaced or repaired but also all or a portion of the installation costs associated with any project such installation costs may be paid using such funds. The parties' exclusion from Exhibit 8 of any installation costs or the cost of repairing or replacing the Old Premises stage floor shall not result in any such costs being treated as unanticipated costs under this subsection, however.

(b) SRT Supplemental Deposits. If, in any year during the term hereof through 2009, the SRT Replacement Trust Fund does not generate a return on investment equal to the average rate of return for money in the BWTMRR Fund over the existence of the BWTMRR Fund, SRT shall make a supplemental remittance to the SRT Replacement Trust Fund to equal the difference between the return actually received and the return that would have been received had money in the SRT Replacement Trust Fund been invested like funds in the BWTMRR Fund. If, after SRT has made any such supplemental remittance to the SRT Replacement Trust Fund, the average rate of return of the SRT Replacement Fund over the existence of the SRT Replacement Trust Fund, exceeds the midpoint rate of return between (i) the rate of return contemplated for the SRT Replacement Trust Fund in Exhibit 8 hereof and (ii) the average rate of return for money in the BWTMRR Fund over the existence of the BWTMRR Fund, then SRT may reimburse itself from the SRT Replacement Trust Fund by the amount of its supplemental remittance, or so much thereof as is reimbursable from the earnings of the SRT

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Replacement Trust Fund received in excess of the earnings that would have been received had the money in the SRT Replacement Trust Fund always been invested at such midpoint rate of return.

(5) Investment of Money in BWTMRR Fund & SRT Replacement Trust Fund. All money in the BWTMRR Fund and the separate SRT Replacement Trust Fund shall be invested in such interest-bearing instruments as may be determined to be fiscally prudent, given the extent and timing of anticipated expenditures from BWTMRR Fund, which determination shall be made by the City's Finance Director with respect to the BWTMRR Fund, and by the SRT's Director of Finance & Administration or such official's functional successor (hereinafter "Director of F&A") with respect to the SRT Replacement Trust Fund, all in the exercise of each such official's reasonable discretion. All interest earned on money deposited in either such fund shall be deposited into and made a part of such fund as it is received.

(6) Project Management Expenses But Not Administration Charges Allowed Against BWTMRR Fund and SRT Replacement Trust Fund. Both parties hereto acknowledge that either or both may incur legal fees, fund-raising expenses and other costs in connection with administration of the BWTMRR Fund and SRT Replacement Trust Fund. No such administration cost or expense shall constitute or be treated as a charge or offset to or against any money in either such fund. Notwithstanding such limitation, the parties acknowledge that certain replacement and repair activity associated with the Old Premises may require appointment of one or more Project Manager(s) or other staff to supervise and coordinate such work. The reasonable direct costs (such as wages, benefits including but not limited to paid time off, supplies, equipment, and equipment maintenance) incurred by each of the parties hereto in connection with such replacement or repair project management plus an amount for indirect costs incurred by such party in connection therewith, which amount shall equal its direct costs multiplied by no more than fifteen percent (15%), shall be reimbursed from the BWTMRR Fund consistent with normal Seattle Center Project Management payroll processes, and from the SRT Replacement Trust Fund upon presentation and approval of an invoice therefor as provided in Subsection 13.I of this Agreement.

(7) Expenditures from BWTMRR Fund and SRT Replacement Trust Fund; Deferral of Planned Expenditures Requires Joint Approval. All money in the BWTMRR Fund and SRT Replacement Trust Fund shall be expended exclusively for maintenance, replacement and repair purposes associated with the Old Premises as specified in Exhibit 8, including project management and administration expenses incurred in connection therewith. Every invoice requesting payment for a maintenance, replacement or repair project undertaken in or with respect to the Old Premises shall be subject to joint approval by both the Director and SRT Managing Director, as specified in Subsection 13.I, for so long as any portion of a City deposit remains in the BWTMRR Fund after the making of the City's deposit for 2009. Jointly approved invoices shall be paid using money in the BWTMRR Fund before money in the SRT Replacement Trust Fund is expended for such purpose. After the date that the BWTMRR Fund has received the City remittance for 2009 and the balance of such Fund has been exhausted (and after the date on which City has no further obligation hereunder to make any contribution towards the payment of any expense incurred in connection with maintenance, replacement or repair work identified in Exhibit 8), SRT shall assume full responsibility for the completion of all maintenance, replacement and repairs scheduled in Exhibit 8. No maintenance, replacement

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or repair work identified in Exhibit 8 shall be deferred beyond the year in which such work is scheduled to occur, according to Exhibit 8, without the express, written consent of the Director, which shall not be unreasonably withheld.

(8) Accounting Reports Regarding Administration of BWTMRR Fund & SRT Replacement Trust Fund. City shall provide to SRT with respect to the BWTMRR Fund, and SRT shall provide to City with respect to the SRT Replacement Trust Fund, a monthly and an annual summary accounting report detailing all financial transactions affecting the balance of the same including but not limited to the amount of each annual deposit thereto and the aggregate amount of all deposits thereto, the amount of each expenditure therefrom and the aggregate amount of all expenditures therefrom, the amount of interest received during the reporting period, and the balance of such fund as of the end of such reporting period. The City annual report to SRT shall cover the period from January 1st through December 31st, except for the initial reporting period, which shall commence as of the date of the initial deposit into the BWTMRR Fund. The SRT annual report to City shall cover the period from July 1st through June 30th, except for the initial reporting period, which shall commence as of the date of the initial deposit into the SRT Replacement Trust Fund.

(9) Annual Review and Possible Revision of Exhibit 8. The SRT Managing Director and Director shall meet as soon as reasonably possible after the full execution of this Agreement, and thereafter, on or before the last day in February of each year, to review and determine whether any of the expenditure time periods or cost estimate for undertaking maintenance, replacement and repair activity or for acquiring certain consumable stage equipment for the Old Premises, as set forth in the most recently agreed-upon Exhibit 8, should be modified. In the event the Director and SRT Managing Director agree that any portion of Exhibit 8 should be modified, a revised, replacement and substitute Exhibit 8 shall be prepared as provided in Section 44 hereof, and substituted for the last previously attached and incorporated Exhibit 8. As part of each such meeting, the Director and SRT Managing Director shall determine whether any of the maintenance, replacement and repair work assigned to one party hereunder might be more efficiently performed by the other; how such other party might be compensated for assuming any of the maintenance, replacement or repair responsibilities that are not assigned to such other party by this Agreement; what the schedule should be for accomplishing the work identified in Exhibit 8 for the next succeeding year; and if any of the work identified in Exhibit 8 for such year has not been specifically assigned to a party, which party is to perform such work.

G. <u>City-Funded Replacement Projects Subject to City & State Administrative Processes for Contracting Purposes; Inventorying of Items Procured Using City Funds</u>. The undertaking of any maintenance, replacement or repair project with respect to the Old Premises that is to be paid for, in whole or in part, using City-provided funds shall be subject to City administrative processes and applicable state law, and as an activity under the control and jurisdiction of City's Department of Administrative Services or its functional successor until such time as the administrative head of such authority determines otherwise City, in consultation with SRT, shall develop a scope of work for the completion of each such proposed maintenance, replacement or repair project. Subject to the availability of funding for each such proposed project, City shall thereafter proceed to contract for the completion of the maintenance, replacement or repair project(s) desired by SRT in accordance with applicable public work and

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procurement contracting laws, ordinances, regulations and procedures, as determined by such authority and other governmental authorities having jurisdiction over such undertakings. All equipment and other material that is paid for, in whole or in part, using any City funds, shall be delivered, initially, to the Seattle Center central receiving depot; inspected consistent with City purchasing procedures; inventoried as a City Fixed Asset; and tagged with a City equipment label, all prior to being delivered to or installed in the Old Premises.

(1) When City Shall Invite Bids for a Replacement Project's Construction. Before City shall invite bids for the construction of any such replacement or repair project, plans and specifications for the project's construction, appropriate bid documents, and the provisions of the contract for such work (including but not limited to terms acknowledging SRT as a third party beneficiary thereunder, unless prohibited by law), must have been prepared. SRT shall be fully consulted in connection with the preparation of the bid and contract documents.

(2) Review of Bids. Upon receipt of bids, SRT's designated representative and City officials shall jointly review the same in accordance with applicable City procedures. As between City and SRT, the City's public works contracting authority shall be the final authority with respect to the criteria to be used for the selection of the lowest and most responsive and responsible bidder and the terms and conditions of any contract to be executed with such person or entity for any such replacement or repair project in or with respect to the Old Premises.

(3) When a Bid for a Project's Construction Shall Be Accepted by City. Before a bid for any replacement or repair project that is to be paid for using any City-provided funds is accepted by City, the following actions must have occurred:

(a) The bidder that appears to be the lowest responsive and responsible bidder must have been identified; and

(b) The Director must have determined that the balance of the BWTMRR Fund is sufficient to pay all unpaid obligations that have been incurred through the date of such determination as well as the additional expense that would be incurred were the subject bid accepted, or that other funds have been appropriated to pay for such project. If the balance of the BWTMRR Fund is insufficient to pay all such obligations plus the additional amount that would become payable were such bid accepted, then the Director shall give notice to the SRT Director of F&A of that fact and the date by when SRT must have remitted to City such sum of money in the SRT Replacement Trust Fund as is required to make up the difference between the balance of the BWTMRR Fund and the amount required to pay all such obligations and the amount of such bid, to enable City to accept such bid.

H. SRT-Funded Replacement Projects & Alterations, Additions & Improvements to Old Premises Not Treated as Public Works for Contracting Purposes. Whenever SRT undertakes with respect to the Old Premises (1) any maintenance, replacement or repair project contemplated in Exhibit 8, or (2) any alteration, addition, or improvement pursuant to Section 9 hereof, using SRT-provided funds only and without use of any City-provided funds, such undertaking shall not be treated as a "public work" except to the extent required by applicable state law, and shall not be treated as an activity under the control and jurisdiction of City's

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public works contracting authority. SRT shall give notice, in writing, to every bidder, proposer, and contractor with respect to any such work, and shall require every contractor performing any such work to give written notice to every subcontractor and supplier that provides any labor, material or equipment for such work, that the Old Premises is City-owned real property that is not subject to lien under R.C.W. Ch. 60.04 or 60.28. Prior to the commencement of any work by the contractor or any of its subcontractors or the delivery of any supplies or materials by any supplier providing supplies or materials for such project, SRT shall also require each such contractor to deliver to the Director, one or more documents, in writing, signed by an authorized representative of such contractor and each such subcontractor or supplier, acknowledging that inasmuch as the Old Premises is City-owned property, the same is not subject to any lien, and releasing every claim or interest that such contractor, subcontractor, or supplier has or may have against or in such City-owned real property as a consequence of work performed on or with respect to such City-owned real property by such contractor, subcontractor or supplier in connection with such undertaking. Before SRT makes any final commitment to expend $5,000 or more in connection with the maintenance, replacement or repair of any significant component of a theatrical system in the Old Premises including but not limited to the sound system, the dimmers, or any other element of the lighting system, the SRT staff person primarily responsible for making such decision shall consult with his/her Seattle Center technical counterpart to seek concurrence with such SRT decision. In the event of any disagreement regarding such proposed expenditure, such SRT staff person and his/her Seattle Center counterpart shall schedule a meeting with the Director and SRT Managing Director for a discussion of the disagreement so that the SRT Managing Director can have a full understanding of the Seattle Center's position with respect to such proposed undertaking before SRT makes such commitment.

I. Process for Payment of Invoices During Existence of BWTMRR Fund. During the period any balance remains in the BWTMRR Fund after the making of the City's deposit for 2009, each invoice requesting payment from the BWTMRR Fund for work under a replacement or repair project contract or any related consultant contract or for reimbursement of a party's expense incurred in carrying out such replacement or repair project shall be submitted to the Director. The Director shall immediately provide a copy of the same to the SRT Managing Director, together with the Director's determination of whether such invoice should be paid, paid under protest or rejected (if such determination has been made) and an architect's certification that payment of the invoice is appropriate (if such certification is available). Unless otherwise agreed by the Director and SRT Managing Director, if an architect has been engaged to monitor the status of such replacement or repair work, no invoice from the contractor or any consultant engaged for work associated therewith shall be approved for payment without the architect having certified that its payment is appropriate. If the SRT Managing Director believes any such invoice should be paid under protest or rejected, notice of such opinion must be delivered to the Director within ten (10) calendar days after SRT's receipt of a copy of such invoice, and in the absence of any such notice, City may presume that the SRT Managing Director has granted approval for the payment of such invoice. In the event the SRT Managing Director and the Director disagree regarding what treatment any particular invoice should receive, such officials shall discuss, either in person or by telephone, their different opinions. All such discussions shall be held within whatever time period will permit, as appropriate, the processing of a warrant by City in a timely fashion.

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(1) Agreement Regarding Payment. If the Director and SRT Managing Director agree that an invoice should be paid, the invoice shall be stamped "*APPROVED FOR PAYMENT*" and the Director and the SRT Managing Director shall sign their names within or adjacent to such approval stamp. Such invoice shall then be processed and paid consistent with established City procedures for such action and the provisions of this Agreement.

(2) Agreement Regarding Non-Payment. If the Director and the SRT Managing Director agree that an invoice should not be paid, the Director shall return the invoice to the person or entity that submitted the same with an explanation for why payment was not authorized, and provide a copy of such explanation to the surety (if any) for the person or entity submitting such invoice.

(3) Agreement Regarding Payment Under Protest. If the Director and the SRT Managing Director agree that an invoice should be paid under protest, the invoice shall be stamped "*APPROVED FOR PAYMENT UNDER PROTEST*," and the Director and the SRT Managing Director shall sign their names within or adjacent to such approval stamp. The Director shall provide written notice to the person or entity submitting such invoice as well as to the surety (if any) for such person or entity regarding the alleged bases for payment of such invoice under protest, the absence of any waiver by City or SRT of any deficiency in the invoicing person's or entity's performance or any other basis for payment under protest, and City's intent to withhold from the final payment(s) due to the person or entity requesting payment an amount equal to the aggregate amount of payment(s) made under protest until any alleged deficiency or failure is corrected and all disagreements regarding the appropriateness of making such payment(s) are resolved. Such invoice then shall be processed and paid consistent with established City procedures for such action.

(4) Referral of Dispute About Invoice to Independent Evaluator; Sharing of Costs of Independent Evaluator's Determination. If the Director and the SRT Managing Director disagree regarding the action that should be taken with respect to an invoice, the matter shall be referred to an independent evaluator jointly selected by the Director and SRT Managing Director, for such person's recommendation of whether such invoice should be paid, paid under protest, or not paid. Pending the determination by the independent evaluator, the invoice shall be held for further disposition. The costs of the independent evaluator's service in reviewing and making a determination regarding whether a disputed invoice should be paid, paid under protest or rejected shall be initially borne by City, subject to SRT's partial reimbursement of the same pursuant to Subsection 6.A.(4)(f) hereof.

(a) In the event the independent evaluator determines that a protested invoice should be paid without protest and, within seven (7) days after such determination is made, neither party insists that it be rejected or paid under protest, instead, the invoice shall be stamped, signed, processed, and paid as contemplated in Subsection 13.I.(1) hereof.

(b) In the event the independent evaluator determines that a protested invoice should be rejected and, within seven (7) days after such determination is made, neither party insists that it be paid without protest or paid under protest, the invoice shall be returned to the invoicing person or entity as contemplated in Subsection 13.I.(2) hereof.

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(c) In the event the independent evaluator determines that an invoice should be paid under protest and, within seven (7) days after such determination is made, neither party insists that it be rejected or paid without protest, the invoice shall be processed as provided in Subsection 13.I.(3) hereof.

(5) Implementation of Party's Decision to Deal With Invoice in Manner Different from that Recommended by Independent Evaluator. Where the independent evaluator's determination with respect to a disputed invoice is based on a vote of two to one, only the party in the minority shall have the right to require that action contrary to that determined by the independent evaluator with respect to such invoice.

(a) If, notwithstanding the independent evaluator's determination that an invoice should be paid without protest, the party in the minority insists that it be paid under protest, the invoice shall be processed and paid under protest as provided in Subsection 13.I.(3) hereof, and such party shall become subject to Subsection 13.I.(7) hereof.

(b) If, notwithstanding the independent evaluator's determination that an invoice should be paid without protest, the party in the minority insists that it be rejected, the invoice shall be rejected as provided in Subsection 13.I.(2) hereof, and the protesting party shall become subject to Subsection 13.I.(6) hereof.

(c) If, notwithstanding the independent evaluator's determination that an invoice should be paid under protest, the party in the minority insists that it be rejected, the invoice shall be rejected as provided in Subsection 13.I.(2) hereof, and the party insisting that it be rejected shall become subject to Subsection 13.I.(6) hereof.

(d) If, notwithstanding the independent evaluator's determination that an invoice should be paid under protest, the party in the minority insists that it be paid without protest, the invoice shall be paid without protest as provided in Subsection 13.I.(1) hereof, and the party insisting that it be paid without protest shall become subject to Subsection 13.I.(7) hereof.

(e) If, notwithstanding the independent evaluator's determination that an invoice should be rejected, the party in the minority insists that it be paid without protest, the invoice shall be paid without protest as provided in Subsection 13.I.(1) hereof, and the party insisting that it be paid without protest shall become subject to Subsection 13.I.(7) hereof.

(f) If, notwithstanding the independent evaluator's determination that an invoice should be rejected, the party in the minority insists that it be paid under protest, the invoice shall be paid under protest as provided in Subsection 13.I.(3) hereof, and the party insisting that it be paid under protest shall become subject to Subsection 13.I.(7) hereof.

(6) Responsibilities Assumed by Party Insisting on Invoice Payment Under Protest or Rejection Contrary to Determination of Independent Evaluator. Whenever a party insists that an invoice be dealt with as specified in Subsections 13.I.(6)(b), or 13.I.(6)(c) hereof, such party shall become responsible for the defense of any claim or action brought by the invoicing person or entity for payment of the same or the payment of funds withheld from such

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invoicing person or entity as a consequence of such party's insistence, and the payment of any sum found to be due and owing to such person or entity as well as all legal expenses and costs associated with any such defense, interest (if any) on withheld payment(s), and damages (if any, both direct and consequential) suffered by the other party.

(7) Responsibilities Assumed by Party Insisting on Expenditure of Funds Contrary to Determination of Independent Evaluator. Whenever a party insists that an invoice be paid without protest as specified in Subsection 13.I.(5)(d) or 13.I.(5)(e) or paid under protest as specified in Subsection 13.I.(5)(a) or 13.I.(5)(f) hereof, and the reason for the independent evaluator's determination regarding such invoice was that the invoicing person or entity's performance was deficient under the Construction Contract, Architect Agreement, or consultant's contract, or that some other condition for payment was not satisfied, and it is subsequently determined that such deficiency was not corrected or such condition was not satisfied, and the invoicing person or entity has been paid the disputed amount for its work, such party shall prosecute a claim or action to recover funds improperly expended, provide for the correction of the deficiency in the replacement or repair project that was the subject of the invoice dispute or the satisfaction of all condition for such payment (where possible), and assume, in connection therewith, all legal expenses and costs associated with such proceedings. No such claim or action shall be settled or compromised by the party responsible for its prosecution without the written approval of the other party to this Agreement. In the event that funds are recovered from a third person or entity as a consequence of the prosecution of such claim or action, the amount recovered shall be first allocated and expended to correct the performance deficiency and satisfy all conditions for payment (where possible). Any funds remaining after such corrective action has been completed shall be paid to the party responsible for such recovery.

(8) Withdrawal of Protest Regarding Payment or Order to Pay Withheld Funds. Whenever an invoicing person or entity makes corrections reasonably required to eliminate the basis for a party's protest against payment of any invoice paid under protest, or such invoicing party otherwise meets, to the reasonable satisfaction of the protesting party, all conditions for payment of an invoice paid under protest, or such party decides to abandon its protest against any invoice paid under protest, such party shall immediately provide written notice to the City's Project Manager that such party's protest is withdrawn. Whenever such Project Manager receives written notice that a protest against payment of any invoice paid under protest has been withdrawn, or City is ordered, by an arbitrator or judge having competent jurisdiction over the matter, to pay funds previously withheld from an invoicing person or entity under Subsection 13.I.(3) hereof, the Project Manager shall provide written notice to the appropriate invoicing person or entity that, contrary to any notice provided pursuant to Subsection 13.I.(3) hereof, a sum equal to the amount of the invoice paid under protest no longer will be withheld from the final payment(s) requested by such person or entity, and that such sum shall be paid when the same is due and payable.

J. Review of Replacement or Repair Project Contractor's and Consultants' Work; Withholding of Funds; Reporting of Progress and Expenses.

(1) Review of Replacement or Repair Project Contractor's and Consultant's Work. During the period from and after the date the City initial deposit is made into the BWTMRR Fund through the last day any balance remains in the BWTMRR Fund after the

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making of the City's BWTMRR Fund deposit for 2009, the City's Project Manager shall review, on a regular basis, the performance of the contractor and every consultant working under a contract with respect to an Old Premises replacement or repair project to determine whether each performance deficiency asserted by the Project Manager, the SRT Managing Director, or the independent evaluator has been corrected and whether all other conditions for payment of invoices paid under protest have been satisfied.

(2) Withholding of Funds. During the period identified in Subsection 13.J.(1) hereof, City shall withhold from the total compensation and expense reimbursement respectively due to the contractor, the architect, and any consultant engaged for or related to any Old Premises replacement or repair project a sum equal to the aggregate amount paid under protest to such person or entity until the party that asserted a protest against the payment of a particular invoice paid under protest provides written notice to the Project Manager that such protest is withdrawn or abandoned, or until City is ordered to make such payment by an arbitrator or court of competent jurisdiction over the issue, whichever is earlier.

K. Construction Scheduling. The project manager for any Old Premises replacement or repair pr[illegible] shall consult with the Director and SRT Managing Director to schedule the undertaking o[illegible]ch project during such time period(s) as City and SRT mutually deem to be reasonable and feasible.

L. Remedy Upon Either Party's Failure to Clean, Repair or Maintain Premises. If either party fails, for more than thirty (30) calendar days after such party's receipt of a notice from the other party of the need for such work, to properly clean, repair and maintain the portion of the Premises for which it is responsible under this Agreement, the party providing such notice may (but shall not be obligated to) perform or cause to be performed such cleaning, repair, or replacement work on such dates and times as shall not unreasonably interfere with the operations of the other; Provided, that neither party shall undertake such work for the other if the other has requested proposals or invited bids for such work, has begun required processes for the undertaking of the same, or is otherwise diligently proceeding to have such repair or replacement work done. Upon completion of such repair or replacement work, the party responsible for performing such work under this Agreement shall reimburse the expenses incurred by the other party in securing the performance of such work.

M. Physical Modification of Old Premises and Performance of Janitorial Activity Therein Subject to Prevailing Wage Requirements.

(1) General Applicability of Requirements. The undertaking in, on and with respect to the Old Premises of any construction, alteration, improvement, enlargement, repair, demolition, replacement work (i.e., keeping the same in good, usable, operating condition other than the performing of ordinary, routine maintenance), and the performance of janitorial activity by janitors, rug shampooers, floor waxers, and window cleaners (hereinafter collectively referred to as "modification, maintenance or janitorial work") is subject to the wage requirements of R.C.W. Ch. 39.12 (Prevailing Wages on Public Works), R.C.W. Ch. 49.28 (Hours of Labor), and R.C.W. Ch. 49.46 (Minimum Wage Act), all as amended or supplemented. When any such activity is Federally funded, in whole or in part, Federal prevailing wage legislation and regulations shall apply, and such activity shall be subject to both State and Federal prevailing

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wage requirements. SRT and its contractors and their subcontractors shall comply with whichever standard is the higher.

(2) SRT's Obligations. SRT shall prohibit its contractors and every subcontractor or other person doing any portion of any modification, maintenance or janitorial work from paying any laborer, worker, or mechanic less than the applicable prevailing hourly wage rates and fringe benefits for said worker's classification. Higher wages and benefits may be paid at the payor's option. SRT shall require its contractor to assign the appropriate classification to all laborers, workers or mechanics who perform any portion of such modification, maintenance or janitorial work pursuant to this Agreement, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries. SRT shall also require its contractor to ascertain the applicable prevailing rate of wage for each such classification. Laborers, workers, and mechanics must be paid in full in lawful money of the United States and at least once each week or such other frequency as is required by applicable law or regulation.

(3) SRT's Indemnification of City from Prevailing Wage Claims. City shall hold SRT responsible for the compliance by SRT's contractor(s) and all subcontractors with payroll reporting requirements and payment of prevailing wages. SRT shall indemnify, defend, and hold City harmless against any and all claims, demands, suits, causes of action, administrative proceedings, damages, costs and expenses (including but not limited to attorneys' fees) arising out of the failure by SRT or any of its contractors or any of their subcontractors to pay the applicable prevailing wage to any person who performs any work on the Old Premises that is subject to the State or Federal prevailing wage law.

14. UTILITY SERVICES.

A. Premises Heating & Cooling. Subject to the service capacity limitations inherent in the current Seattle Center common HVAC utility system and the City need to provide service to tenants in addition to SRT, City shall provide, to the extent reasonably possible, heating and cooling services to the Premises through the Seattle Center's common HVAC utility system. Unless otherwise approved by the Director, whose approval may be granted, withheld, or conditioned in the exercise of such official's discretion, the number and locations of points of delivery of such services to the Old Premises shall be those in existence on the commencement date of this Agreement, and to the New Premises, as approved by the Director through the Construction Agreement. The providing of points of delivery shall be at the sole cost of SRT and only in accordance with plans and specifications that have received the approval of the Director prior to the modification of service or points of delivery. SRT shall not install in the Premises any equipment or otherwise engage in any activity that results in the overloading of the capacity of any utility system serving the Premises or install any equipment or device that is incompatible with the common HVAC utility system serving the Premises. No equipment that SRT desires to have installed in the Premises that would require any change in the HVAC utility system serving the Premises in order to make such equipment operable shall be installed (1) prior to SRT's providing to the Director, SRT's written commitment to pay all City costs associated with and resulting from the making of such HVAC change, and (2) except in accordance with plans and specifications therefor that have received the Director's prior, written

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approval. The total cost of cooling services provided to the Premises shall be divided in the following manner: Sixty percent (60%) shall be attributed to the Old Premises, and the remainder shall be attributed to the New Premises.

B. SRT-Secured Utility Services. SRT shall secure directly from the service provider thereof, whatever utility services are desired by SRT or its sublessees that are not provided by City through the Seattle Center Department under this Agreement, including but not limited to electricity, water and sewer, telephone, cable television and other cable-connected services, and solid waste removal services. Installation activity requiring any physical modification of the Old Premises or the exterior surface of the New Premises shall occur only with the prior written consent of the Director, which consent will not be unreasonably withheld or delayed.

C. Utility Expenses. SRT shall make arrangements with each utility service provider other than Seattle Center for the direct billing to SRT for the providing of all such service. SRT shall pay, before delinquency, all fees and charges imposed (if any) for all utility services provided to the Premises as well as special utility requirements such as transformers, converters, and the installation, change and relocation of points and means of service of all utility lines and systems.

D. City Grant of Easements. City hereby agrees, subject to the Director's reasonable approval, to grant to SRT such easements and/or licenses as may be needed to install the utilities provided for or permitted in this section. The Director shall execute such documents, in recordable form if required, to evidence the foregoing easements and/or licenses.

E. Limitations on City's Liability Regarding Utility Service Interruption or Reduction. City shall not be liable for the interruption or reduction of any utility service under either of the following circumstances:

(1) For City Maintenance. During or in connection with City maintenance work (provided such maintenance work is scheduled at reasonable times and with advance notice to SRT), unless the interruption is due to negligence on the part of City; or

(2) For Capacity Reasons. Whenever the Seattle Center common HVAC utility system reaches its service capacity.

15. PARKING & VEHICULAR TRAFFIC.

A. Parking Required for New Premises. As part of the permitting process associated with the development of the New Premises, City and SRT have executed an Off-Site Accessory Parking Covenant under which forty-six (46) parking spaces in the Seattle Center's "Mercer Street Parking Garage" have been identified as legally established parking spaces in a parking site accessory to the New Premises (the "Principal Building Site"), which spaces are to be used for off-street parking accessory to the New Premises for a period of twenty (20) years from and after June 15, 1995.

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B. Cooperative Parking. As of the commencement date of this Agreement, the Seattle Center has a "Cooperative Parking Status" under Title 23 of the Seattle Municipal Code. Accordingly, and notwithstanding the provisions of Subsection 15.A hereof, and except as provided in Subsection 15.C hereof, City does not provide any area for the reserved use as a parking area for or associated with the Premises (including but not limited to any such area required by or for SRT staff, suppliers or customers), and whatever general, non-reserved parking City makes available for Seattle Center tenants and their respective staffs, suppliers, and customers shall be shared on a first-come, first-served basis.

C. City Provided Parking for SRT Personnel. The loading/unloading/parking area of the Old Premises is the only area made available hereunder for the parking of motor vehicles by SRT staff and its invitees at no additional charge to SRT.

D. Parking & Loading/Unloading Restrictions. SRT shall not permit any motor vehicle to be parked within or adjacent to the loading dock area of the New Premises without having people actively engaged in the loading or unloading of such vehicle. A Seattle Municipal Court citation may be issued for any motor vehicle that is parked in or adjacent to such loading dock but is not being actively loaded or unloaded.

E. Vehicle Movement on Seattle Center Roadways. SRT shall ensure that no motor vehicle larger than a twenty (20) foot truck is driven into the New Premises loading dock by or for SRT, or any of its caterers, concessionaires, contractors, suppliers, or any other person or entity authorized by SRT to use all or any portion of the Premises for any purpose whatsoever. SRT shall make a good faith effort to ensure that no motor vehicle is driven upon any Seattle Center roadway on any day during the term hereof before 7:00 a.m. or after 11:00 a.m. without the driver of such motor vehicle having in such person's possession a valid Seattle Center permit authorizing such activity at that time. (A Seattle Municipal Court citation may be issued for the driving of any motor vehicle onto the Seattle Center grounds before 7:00 a.m. or after 11:00 a.m. on any day where the driver of such motor vehicle does not have in his/her possession such a permit.)

16. OPERATING EQUIPMENT, SERVICES & PERSONNEL.

A. City-Provided Equipment. As of the commencement date of this Agreement, City shall provide, as a part of the Old Premises, the fly system, lighting system, sound system, electrical distribution system and soft goods described in Exhibit 2. Any other or additional material or equipment desired by SRT in the Premises shall be secured by SRT at no cost or expense to City except as contemplated in Subsection 13.F hereof or Exhibit 8. Any modification of the Old Premises required for the installation of any such other or additional system(s) or equipment shall be subject to the prior, written approval of the Director.

B. Security Personnel. Security personnel shall be assigned by City through May 31, 2009, to assist in the protection of persons and property in the Old Premises during the Term of this Agreement at no additional cost to SRT. SRT may secure similar security personnel services through the Seattle Center for the performance of the same functions in and with respect to the New Premises, and from and after June 1, 2009, in and with respect to the

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Old Premises, at the then-applicable City charge for such personnel services if the providing of such personnel and performance of such functions are standard Seattle Center business practices at the time such personnel are desired. The providing of any such security personnel service shall not constitute or be deemed to be insurance or protection for SRT against the effects of any criminal activity.

17. INDEMNIFICATION.

A. SRT Indemnification. Except as limited by Subsection 17.C hereof, SRT shall indemnify, defend, and hold City, its officers, employees and agents harmless from any and all liability, losses, claims, actions, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to the use and occupancy of the Premises or any portion thereof, or any act or omission of SRT or any of its sublessees, or any of the officers, employees, agents, contractors, or volunteers of any of the same on the Premises, or any claim by a third party arising from any of the foregoing, including but not limited to trademark, patent, and copyright infringement; Provided, that in the event the City determines that one or more principles of governmental or public law are involved, City retains the right to participate in such action at its own expense.

B. City Indemnification. Except as limited by Subsection 17.C hereof, City shall indemnify, defend and hold SRT and its directors, trustees, officers, employees and agents harmless from any and all losses, claims, actions, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any act or omission of City or any of its officers, employees or agents in connection with City's use, maintenance or occupancy of the Premises, or any claim by a third party arising from any of the foregoing including but not limited to trademark, patent, and copyright infringement.

C. Indemnification Regarding Any Alteration, Addition, or Improvement. Where any bodily injury or damage to property results from or arises out of any construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any portion of the Premises or any road, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, the indemnification provided pursuant to Subsections 17.A and 17.B hereof, shall be limited to the extent of the indemnitor's negligence.

D. Waiver of Immunity and Limitations on Industrial Insurance Liability. For purposes of this indemnification and hold harmless provision, City and SRT expressly waive their respective immunity and limitations on liability under any industrial insurance legislation including but not limited to Title 51 R.C.W. and acknowledge that this waiver was specifically entered into after mutual negotiation.

18. INSURANCE.

A. Minimum Insurance to be Secured and Maintained. Prior to the commencement of any activity on the Premises under this Agreement, SRT shall secure and shall thereafter

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maintain, in full force and effect at no expense to City, one (1) or more policies of insurance as specified in Exhibit 9.

B. Reconstruction Following Loss.

(1) Insurance Proceeds. In the event of any loss, damage or casualty that is covered by property insurance, the parties to this Agreement shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which proceeds shall be jointly held in trust by City and SRT (including interest earned by City and SRT on such proceeds) for the purpose of restoring the Premises and improvements made thereto that have been damaged by the casualty to their former condition and usability or replacing the same with equivalent or more suitable improvements.

(2) Reconstruction. Using property insurance proceeds, the parties shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary (a) to repair and restore the Premises and all improvements made thereto that have been damaged by any insured casualty to their former condition, or (b) to replace the Premises and all improvements made thereto with a facility of a quality and usefulness for the activities contemplated in this Agreement that is at least equivalent to, or more suitable than, the Premises and improvements that were damaged or destroyed; Provided, that notwithstanding the provisions of this subsection, in the event that the Premises or the improvements made thereto, or a substantial portion thereof is damaged or destroyed by other than the fault of SRT or any of its officers, employees, contractors or agents, SRT shall have the option to terminate this Agreement, which option shall be exercised by SRT's delivering notice thereof to the Director not later than ninety (90) days after the date of any such damage or destruction. In the event of any such termination, the amount of money payable in the form of insurance proceeds as a consequence of such damage or destruction shall be divided between SRT and City as provided in Exhibit 10.

C. Waiver of Subrogation. City and SRT waive all subrogation rights against each other, any contractors, architect, architects' consultants, service providers, and all of their respective subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 18 or other property insurance applicable to the Premises, except such rights as they have to proceeds of such insurance held by City and SRT as fiduciaries. SRT shall require a similar waiver from every contractor performing any work on the Premises. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

D. Mutual Defense Obligations. With respect to any third-party claim against or potentially against both SRT and City that results from or arises out of any Premises use or the SRT operations thereon, SRT and City agree to coordinate their defense of such claims pursuant to this provision. The parties agree to work together in good faith, and cause their respective counsel to work together in good faith, to coordinate and implement a strategy with respect to the legal defense of any such action, including, without limitation, answers, counterclaims, motions, discovery, settlement, preparation for trial, dispute resolution and any other hearings,

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and appeal. Notwithstanding the foregoing, the obligations hereunder shall not impair or restrict either party's rights with respect to the defense of such an action nor shall such obligations prohibit the taking of any action that is in a party's best interest, including, without limitation, seeking the dismissal or summary judgment of claims, negotiating or entering into a settlement or pursuing any form of alternative dispute resolution. Each party in all cases shall bear its own costs and related expenses with respect to any third-party claim hereunder, including, without limitation, attorneys' fees, costs, settlements and judgments.

E. Assumption of Risk. The placement and storage of personal property in the Premises shall be the responsibility, and at the sole risk, of SRT.

F. City Remedy Upon SRT Failure to Insure. The Director shall notify SRT whenever the Director has a reasonable belief that SRT has failed to secure or maintain insurance as required by this Agreement. In the event such failure is not remedied within such reasonable period as the Director may specify, the Director may secure such insurance and charge SRT the full premium cost therefor plus either an administrative service charge equal to the greater of either (a) fifteen percent (15%) of such premium charge or (b) Two Hundred Fifty Dollars ($250) plus the percentage of such sum that equals the percentage increase, if any, in the Consumer Price Index ("CPI") for All Urban Consumer Items, All City Average, using the base 1982-84 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor, that has occurred between July 1996 and beginning of the month in which such insurance is to be secured; Provided, that in the event of any change in the index base (1982-84 = 100) or other modification of such index, the parties hereto shall apply whatever conversion factor(s) are necessary to establish the true percentage change in the CPI for any period in which such modification(s) occur, and in the event such index is discontinued, the parties hereto shall select and use for such adjustment purpose, another, similar index that reflects consumer price changes.

19. DAMAGE OR DEFACEMENT OF PREMISES OR SEATTLE CENTER.

A. Damage or Defacement by SRT or Any SRT-Associated User. SRT shall not damage or in any manner deface the Premises or any building or the grounds of the Seattle Center and shall not cause or permit anything to be done by any of SRT's sublessees or licensee, or any invitee, agent, employee, officer, or contractor of any of the same such that the Premises or any other portion of the Seattle Center is damaged or defaced in any manner. In the event that any portion of the Seattle Center other than the Premises, or any portion of the Premises that is a City responsibility to repair and maintain, is damaged or defaced by an act or omission of SRT, any SRT sublessee or licensee, or any officer, employee, contractor, invitee or agent of any of the same, SRT shall pay City within thirty (30) days after the date of an invoice therefor, the full City costs for restoring such property to the condition it was in immediately prior to such damage or defacement.

B. Damage or Defacement by City. City shall not damage or in any manner deface the Premises or SRT property contained therein and shall not cause or permit anything to be done by any agent, employee, officer, or contractor of City such that the Premises or such SRT property is damaged or defaced in any manner. In the event that during the period of City's use

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of the Premises, any portion of the Premises, or any SRT property therein, is damaged or defaced by an act or omission of City, or any of its officers, employees, contractors, invitees to the Premises, or agents, City shall restore the Premises to its condition immediately prior to such damage or defacement as quickly as is reasonably possible after the discovery of such damage and establishment of City responsibility for its damage or defacement or pay SRT within thirty (30) days after the date of an invoice therefor, the full SRT costs for restoring such property.

C. Standard for Restoration. The repair or restoration of the Premises following the occurrence of any damage or destruction thereof shall be to a condition substantially equal to or better than the condition the Premises were in immediately prior to the occurrence of such damage or destruction.

20. SIGNS & PROMOTIONAL MATERIALS.

A. Signs on Exterior of Premises. The SRT may install signs on the exterior of the Premises, identifying the building by name, its status as the site of the SRT's productions and containing other information related to SRT, including without limitation program information, fundraising information and special SRT announcements. The design, installation and location (but not the contents) of all such signs shall be subject to the written approval of the Director, which approval shall not be unreasonably withheld. No other sign(s) or other advertising matter, symbols, canopies or awnings shall be attached to, painted on, or otherwise installed on the exterior surface of any portion of the Premises, including any window thereof, without the prior written approval of the Director, who may approve, deny, or approve subject to conditions, any SRT request therefor in the exercise of such official's reasonable discretion.

B. Promotional Displays Outside of Premises. Areas outside of the Premises may be used for the posting or exhibiting by or for SRT of promotional, directional, or other communicative information or material only with the prior, express, written permission of the Director, who may approve, deny, or approve subject to conditions, any SRT request therefor in the exercise of such official's reasonable discretion. SRT shall ensure that any such material to which the Director objects, is removed from display immediately following SRT's receipt of such objection.

C. Promotional Materials to Include Reference to Premises. SRT shall, to the extent possible, include in any promotional material imprinted or published or otherwise produced by or on behalf of SRT that makes references to the Premises, including but not limited to advertisements, posters, programs, but not including tickets, notice that the Premises are located at the Seattle Center.

D. Promotional Material on Inside of Premises. All promotional materials on the interior of the Premises shall be designed and installed, to the extent reasonably practicable (given the fact that much of the exterior surface of the Premises consists of windows), to be primarily viewable by an audience that is inside, rather than outside, of the Premises. Neither City nor any City-authorized third party pursuant to Section 5 hereof shall post any information or material in or on the Premises except during periods of use of the Premises pursuant to

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Section 5, and all such information or material shall relate only to such authorized use. All such information and material shall be submitted to SRT in advance of its being posted or displayed. The design, installation, and location (but not the contents) of said information or materials shall be subject to the written approval of SRT, which approval shall not be unreasonably withheld. City shall ensure that all such information and materials shall be removed at the end of the use period authorized under Section 5 hereof.

21. ASSIGNMENT, TRANSFER & SUBLEASES.

A. Prior Notice, Consultation & Written Consent of Director Required. SRT shall not assign or transfer this Agreement or otherwise convey SRT's rights hereunder, or sublease all or any portion of the Premises without giving the Director at least fifteen (15) day's prior notice of such proposed action, and shall not execute any sublease of all or a portion of the Premises for a period of three (3) or more consecutive months (a "long-term sublease") without the prior written consent of the Director; Provided, that for the purposes of this section, different sublease agreements between SRT and the same subtenant of all or any portion of the Premises shall be treated as a single, long-term sublease if the aggregate duration of such subleases equals or exceeds ninety (90) days and the various periods of time that such subtenant is authorized to use and occupy any portion of the Premises under such sublease agreements are not separated from each other by at least sixty (60) consecutive days.

B. Conditions for Director's Consent. The Director's consent for any proposed assignment, interest transfer or long-term sublease shall not be unreasonably withheld or delayed when the following conditions are satisfied:

(1) Documentation Required to be Delivered to Director: SRT has delivered to the Director, to the Director's reasonable satisfaction, the following material:

(a) Identification of Proposed Assignee, Transferee, or Long-term Subtenant. SRT's written request to assign this Agreement or to execute a long-term sublease or to otherwise transfer all or a portion of its interests in this Agreement, which request identifies, with particularity, the legal name of the proposed assignee, transferee, or long-term subtenant; the form of organization that entity uses to engage in business; that entity's business address and telephone number; and, in the case of a long-term sublease, a description of the portion(s) of the Premises proposed to be sublet;

(b) Commitment to Operate Consistent with Seattle Center Policies. Evidence that a condition of the assignment, transfer or long-term sublease will require the proposed assignee, transferee or long-term subtenant to operate and conduct activities in the Premises consistent with the mission statement of, and activities otherwise permitted by, the Seattle Center;

(c) Commitment to Secure & Maintain Insurance and to Pay Fees & Royalties. Evidence that the proposed assignee, transferee or long-term subtenant has been legally obligated to secure and maintain during the term of its use and occupancy of the Premises or any portion thereof commercial general liability and business automobile insurance satisfying

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the requirements of Section 18, hereof, and to pay any and all royalties, license fees and similar charges associated with its activities in the Premises;

(d) Waiver of Property Damage Claims Against City. A written waiver by such proposed assignee, transferree or long-term subtenant of any claim it has or may have against City for the damage or destruction during such assignee's, transferree's or long-term subtenant's use of the Premises or the subleased portion(s) thereof, of any personal property owned or under the control of such assignee, transferree or long-term subtenant (except damage or destruction that is due to City negligence);

(e) Acknowledgement of Subordination of Long-term Sublease to Agreement and of SRT's Continuing Obligation to City. Where SRT proposes to enter into a long-term sublease, a written acknowledgement executed by SRT and the proposed long-term subtenant that any such sublease is subordinate and subject to the terms and conditions of this Agreement, and that no sublease shall relieve SRT of its obligations under this Agreement; and

(2) Determination Regarding Exclusive Use Conflicts. The Director determines that the Premises use intended by the proposed assignee, transferee or long-term subtenant does not conflict with any exclusive use that may have been authorized for a third party at Seattle Center.

C. Director's Consent Is No Waiver of Agreement Requirements. The Director's consent to any assignment or other form of interest transfer or long-term sublease shall not be deemed a waiver of the requirement that SRT secure the consent of the Director for any subsequent assignment, interest transfer or long-term sublease. No assignment, transfer or sublease, with or without the Director's consent, shall release or relieve SRT of or from any of the obligations on its part to be kept and performed under this Agreement. In the event of any assignment of this Agreement, SRT shall cause to be delivered to the Director, simultaneously with such assignment, an instrument in writing, executed by the assignee, in which the assignee assumes and agrees to perform all of the terms and provisions of this Agreement, including those to be kept and performed by SRT that have not been fully performed.

22. CONCESSION OR CATERING ACTIVITY.

A. Definitions. As used in this section, unless the context clearly requires a different meaning,

(1) "Caterer" means any "caterer" as defined in the "Seattle Food Code" (Seattle Municipal Code Ch. 10.10 or its successor).

(2) "Concession or catering activity" means and includes the preparation, service, free distribution, or sale of food or any beverage, including any alcoholic beverage, or the free distribution or sale of any concession merchandise or service for any consideration including but not limited to the reimbursement of costs associated with such activity; and

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(3) "Concession merchandise or services" means and includes inedible goods and hospitality services relating to the SRT, its sublessees, and the productions and performances presented in the Premises, but not elsewhere at the Seattle Center unless specifically authorized by the Director; it includes but is not limited to souvenirs and novelties and coat- and hat-checking services.

B. Grant of Right. Except as provided in Subsection 22.C, hereof, City grants to SRT the exclusive right to engage in concession or catering activity and to authorize individuals and other entities to engage in such activity for and on the behalf, or under the auspices of SRT, inside the buildings on the Premises, subject to the conditions set forth herein.

C. Right Not Effective During Certain Use Periods. The concession and catering rights granted to SRT in Subsection 22.B hereof shall not be effective during any period of time when the Production Areas are being used by City or by any City-authorized third party pursuant to Section 5 hereof. Nothing herein shall prohibit SRT from making separate arrangements with City or any City-authorized third party either for such person or entity's use of the SRT concession sales area(s) in the Premises or for SRT's engaging in concession or catering activity in the Premises during the period of time when the Production Areas are being used by City or any City-authorized third party pursuant to Section 5 hereof.

D. Food Service Establishment Permit Required. SRT shall ensure that all potentially hazardous food offered for sale within the Premises pursuant to this Agreement has been prepared, transported, served and otherwise provided only by a person or entity issued a current valid Food Service Establishment permit or comparable authorization issued by the Seattle-King County Department of Public Health or its successor.

E. Insurance Required. SRT shall ensure that any person or entity that it contracts with, licenses, or otherwise permits to engage in concession or catering activity within the Premises pursuant to this Agreement secures and maintains in full force and effect during the period such person or entity engages in such activity, a policy of general commercial public liability insurance, and if such person or entity drives any motor vehicle on the Seattle Center grounds, business automobile insurance, all consistent with the requirements of Section 18 hereof, under which policy(ies) The City of Seattle is named as an additional insured.

F. Licenses and Permits; Contingent Expiration of Right. All licenses, permits and other authorization required in order to legally conduct the concession or catering activity contemplated herein shall be acquired and maintained at no cost to City. The inability of SRT or any caterer, lessee or subcontractor of SRT, to secure or to maintain any such license, permit or other authorization shall not invalidate the concession and catering right granted herein.

G. Use of Banned Customer Service Serving Materials Prohibited. SRT shall not use, and shall prohibit every SRT subtenant and other person and entity authorized to engage in catering or concession activity hereunder from using, in connection with any concession or catering activity under this Agreement, any type of serving container or implement that is now or hereafter prohibited for use at Seattle Center. This SRT obligation with respect to materials other than polystyrene foam food or beverage containers shall be effective only after such materials have been identified by the Director through notice to SRT.

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H. SRT's Restoration Responsibility for Areas Used for Serving Food & Beverages. Notwithstanding any other provision of this Agreement, in the event that any portion of the Premises or other portion of the Seattle Center is used for any catering activity by or for SRT, then, except as may be otherwise agreed upon by the Director and SRT Managing Director, SRT shall ensure that any area so used is restored immediately after such activity to at least as good a physical condition as such area was in immediately prior to such activity. All such restoration work on the interior of the Premises shall be completed within thirty (30) days after such event or such longer period as the Director shall allow, and on the exterior of the Premises, within such time period as the Director shall require.

I. Authorization for Subcontracting, Concession or Catering Activity. SRT is authorized to enter into such subcontracts, concession and caterer's agreements as it deems necessary to exercise the concession and catering right granted hereunder. This Agreement constitutes the prior express written authorization of City for the use of the Premises by SRT's caterers, concessionaires, and contractors, for concession or catering activity as described above.

J. No Catering or Concession Activity on Exterior Portion of Premises or on Seattle Center Grounds Without Director's Consent. Neither SRT nor any of its subtenants, caterers, or concessionaires shall use any exterior portion of the Premises or any other part of the Seattle Center for any catering or concession activity without the prior, express, written consent of the Director, whose consent shall not be unreasonably withheld.

23. OWNERSHIP OF PREMISES IMPROVEMENTS, ALTERATIONS & ADDITIONS.

Except as otherwise provided in this Agreement, all alterations, additions, and improvements to the Old Premises and all landscaping improvements made by SRT under the Construction Agreement shall become the property of City immediately upon their affixation to the Premises or their substantial completion, whichever is earlier, and shall be subject to all of the provisions of this Agreement. The improvements, additions and alterations made by SRT under the Construction Agreement other than landscaping improvements shall become City property as of the expiration or earlier termination of this Agreement.

24. COMPLIANCE WITH LAW.

A. Lawful Use. SRT, as the lessee hereunder, and City, with respect to its use of the Premises pursuant to Section 5 hereof, each agree to abide by, conform and comply with, and SRT and City each agrees to use its best efforts to ensure that every person it admits to the Premises abides by, conforms and complies with, all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; rules and regulations of the Seattle Center, Fire, Health, and Police Departments or the functional successors thereof; and licenses, permits, and authorizations required by any such authority. Whenever either party or its authorized representative is informed of any violation of any such law, ordinance, rule, regulation, license, permit, or authorization committed by it, it shall immediately desist from such violation and shall make its best effort to prevent such

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violations by any person admitted by it to the Premises. The final judgment of any court or administrative body of competent jurisdiction or the admission by a party in any action against it, whether the other party is a party thereto or otherwise, that it or its invitees has violated any law, ordinance, rule, or regulation shall be conclusive of that fact as between City and SRT.

B. Licenses and Similar Authorizations. SRT, at no expense to City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits and similar legal authorizations, and comply with all requirements thereof; Provided, however, such responsibilities shall be City responsibilities with respect to City use of the Premises pursuant to Section 5 hereof.

C. Taxes. SRT shall pay, before delinquency, all taxes, levies, and assessments of any kind or nature that are imposed or become due during the term of this Agreement and arise from any activity on or use and occupancy of the Premises pursuant to this Agreement, including but not limited to taxes arising out of the activity or business conducted on the Premises (other than non-SRT use pursuant to Section 5 hereof); taxes levied on SRT property, equipment, and improvements on or to the Premises; taxes on SRT's interest in this Agreement and any leasehold interest deemed to have been created thereby under RCW 82.29A, if applicable; and any assessment levied for any local improvement, utility local improvement, or any similar undertaking; Provided, that in the event an assessment is based upon the extent of property lying adjacent to a street, SRT shall be responsible for its pro-rata share of such assessment based upon the portion of the street frontage occupied by the Premises. In the event the State of Washington makes any demand upon City for payment of any tax resulting from SRT's use or occupancy of the Premises or the conduct of any activity subject to tax, or the State withholds funds due to City to enforce collection of leasehold excise or any other tax, SRT, at its sole expense, shall contest such action and indemnify City for all sums expended by or withheld by the State from City in connection with such taxation; Provided, that SRT may pay any such tax in lieu of contesting it or indemnifying City. City shall pay, or shall contractually obligate all City-authorized third parties to pay, and shall indemnify and hold SRT harmless for all imposed taxes that relate to events in the Premises pursuant to Section 5 hereof (except for taxes imposed on concession sales by SRT or for SRT's benefit), and for all taxes that may be imposed on SRT or SRT's use of the Premises resulting from any use pursuant to Section 5 hereof by City or any City-authorized third party.

D. Attendance & Safety Standards. The Seattle Fire Chief or his/her designee shall have the authority to determine, in the reasonable exercise of his/her discretion, the number of persons that may be admitted to, and safely and freely move about in the Premises. SRT shall not sell or issue tickets or credentials for admission to the Premises in an aggregate number that exceeds the Seattle Fire Chief's determined number. SRT shall not admit to the Premises more people than the number so determined by the Seattle Fire Chief. SRT shall not permit any chair or movable seat or other obstruction to be erected or placed in any passageway or fire exit. Sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets and all ways of access to the Premises shall not be obstructed by SRT or used for any purpose other than for ingress and egress to the Premises. City shall be responsible for assuring compliance with each of the foregoing requirements during periods of City use of the Premises pursuant to Section 5 hereof.

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E. Nondiscrimination and Affirmative Action. SRT shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including the Seattle Municipal Code (SMC), notably SMC Ch. 20.44; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

F. Women's and Minority Business Enterprise Utilization Compliance.

(1) Incorporation of Ordinance. This Agreement hereby incorporates by reference S.M.C. Ch. 20.46A (the "Women's & Minority Business Utilization ["WMBE"] Ordinance") and all regulations implementing the same. The purpose of Seattle's WMBE Program is to provide a prompt remedy for the effects of past discrimination. The failure of SRT or any contractor or subtenant of SRT to comply with any of the requirements of S.M.C. Ch. 20.46A in the exercise of the rights granted by this Agreement shall be a material breach of contract.

(2) SRT's Obligations. During the Term of this Agreement and any extension thereof, SRT shall:

(a) Meet the minority business enterprise ("MBE") and women's business enterprise ("WBE") set-asides established for this Agreement, if any;

(b) Make affirmative efforts to utilize WMBEs in performing SRT's obligations under this Agreement, whether as contractors, suppliers, subtenants, or in any other capacity;

(c) Require that all contractors and subtenants make affirmative efforts to utilize WMBEs in the performance of this Agreement;

(d) Maintain records reasonably necessary for monitoring compliance with the provisions of S.M.C. Ch. 20.46A, and submit such information as may be requested by the DAS Director or such official's functional successor in order to monitor and enforce compliance; and

(e) Require that contractors and subtenants maintain records reasonably necessary for monitoring the compliance of such contractors and subtenants with the provisions of S.M.C. Ch. 20.46A, and that the contractors and subtenants submit such information as may be requested by the DAS Director or such official's functional successor in order to monitor and enforce compliance.

(3) Liquidated Damages for Breach. City, in general, and its WMBE Program in particular, are damaged when a contract, or portion of a contract, to be performed by a WBE or MBE is not actually performed by a WBE or MBE in compliance with S.M.C. Ch. 20.46A. Because the actual amount of such damage is not reasonably calculable, City and SRT agree and stipulate that liquidated damages equal to the unmet dollar amount of any WBE or MBE set-aside (if any) will fairly compensate City for resulting delays in carrying out the purpose of the WMBE Program, the costs of meeting utilization targets through additional

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contracts, the administrative costs of investigation and enforcement, and other damages and costs caused by the violation.

25. ROYALTIES, LICENSE FEES, AND SIMILAR PAYMENTS.

SRT shall pay, before delinquency, all royalties, license fees, and other charges due and payable to any person or entity as the consequence of any public performance(s) or display(s) of copyrighted work(s) during its use of the Premises or any portion thereof. City or its authorized third party users shall be responsible for all similar royalties, license fees and other charges in connection with such entities' use of the Premises pursuant to Section 5.

26. LIENS AND ENCUMBRANCES.

SRT shall keep the Premises free and clear of any lien or encumbrance arising or growing out of its use and occupancy of the Premises or any portion thereof. At City's request, SRT shall furnish City written proof of payment of any item that would or might constitute the basis for such a lien or encumbrance on the Premises if not paid.

27. MEDIATION OF DISPUTES.

The parties hereto shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, to participate in good faith in the mediation process described below, and attempt to resolve all claims and disputes between them in a one mediation effort.

A. Involvement of Mediator & Mediator's Consultants. In the event an issue cannot be resolved by negotiations between subordinate staff of SRT and Seattle Center, the matter shall be referred to the Director and the SRT Managing Director. In the event those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute; Provided, that in the event the Director and SRT Managing Director cannot agree upon a mediator within such seven (7) day period, either party may apply to the American Arbitration Association or the Judicial Arbitration & Mediation Service for the appointment of a mediator according to the process that is established by such entity for such action. SRT and City shall share equally the cost charged for the mediation of any dispute. The mediator shall have the authority to engage one or more expert consultants with knowledge in the field(s) or area(s) involved in the matter(s) that are in dispute to assist the mediator and the parties to evaluate their respective claims and possibly reach agreement to resolve their dispute.

B. Continuation of Efforts in Event of Dispute; No Litigation Without Mediation. Notwithstanding the existence of any dispute between the parties hereto, the parties shall continue to carry out, without unreasonable delay, all of their respective responsibilities under this Agreement that are not affected by the dispute. Neither party to this Agreement shall

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commence any litigation against the other with respect to any claim or dispute under this Agreement without first participating, in good faith, with the other party in mediation as contemplated in this section.

28. DEFAULT.

A. Default by SRT. The following acts and omissions by SRT shall constitute a default and material breach of this Agreement:

(1) SRT's failing to comply with any of the material requirements of Section 18 hereof, regarding insurance;

(2) SRT's failing to cease, or correct or remedy, any violation of any law, ordinance, rule, or regulation, after SRT's receipt of notice and a reasonable time to cease such violation or make such correction or provide such remedy;

(3) SRT's abandoning or vacating the Premises;

(4) SRT's failing to pay any sum of money due to City within thirty (30) days after notice from City that such a payment is overdue, notwithstanding the right of City to interest on any such sums that become delinquent;

(5) SRT's becoming insolvent, making a general assignment for the benefit of creditors, suffering or permitting the appointment of a receiver for its business or assets, becoming subject to any proceeding under any bankruptcy or insolvency law (whether domestic or foreign), or being wound up or liquidated, voluntarily or otherwise; or

(6) SRT's failing to perform any other material condition or covenant of this Agreement where such failure in performance is not remedied within the time allowed by Subsection 28.C hereof, or such other period for remedial action as is expressly otherwise provided for in this Agreement.

B. Default by City. City shall be in default and material breach of this Agreement if City fails to perform a material condition or covenant required of it where such failure in performance is not remedied within the time allowed by Subsection 28.C hereof, or such other period for remedial action as is expressly otherwise provided for in this Agreement.

C. Notice of Default; Opportunity to Cure; Extension of Period to Cure Default. Neither City nor SRT shall be in default unless such party fails to perform an obligation required of it within a reasonable time, which time shall not extend more than thirty (30) days after written notice from the aggrieved party has been received by the other, specifying the particular obligation that the other has failed to perform or provision of this Agreement that has been materially breached; Provided, that if the nature of the other party's obligation is such that more than thirty (30) days are reasonably required for performance or the curing of such material breach, then the other party shall not be in default if it commences performance or cure within such thirty (30) day period, and thereafter diligently prosecutes the same to completion;

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Provided, further, that if City has provided to SRT a notice of default and an opportunity to cure pursuant to the terms and conditions of the Construction Agreement, then no separate notice of default or separate opportunity to cure shall be required under this Agreement with respect to the termination by City of the Construction Agreement as a consequence of SRT's refusing or failing to have the New Premises constructed consistent with, or other material breach of, the terms and conditions of the Construction Agreement.

29. REMEDIES UPON DEFAULT AND MATERIAL BREACH.

A. City Right to Terminate Agreement. In the event a court of competent jurisdiction determines that there has been a material and substantial default or breach of this Agreement by SRT, and City is not in default or breach of this Agreement, City may terminate this Agreement, re-enter the Premises, permit others to use said Premises during any portion of the period of use remaining under this Agreement had it not been terminated, and receive compensation therefor. In such event, SRT's liability for the rent, expense reimbursements and other charges to be paid to City hereunder shall not be extinguished. and SRT shall pay to City within thirty (30) days after the date of any invoice therefor, the shortfall between what City actually receives on a monthly basis for the use and occupancy of the Premises by third parties and the amounts that are to be paid by SRT hereunder.

B. City Remedies Upon Material Breach of Concession & Catering Requirements. Notwithstanding any other provision hereof, in the event of a default and material breach of any provision of Section 22 of this Agreement, as now existing or hereafter amended, City may revoke and terminate the concessions and catering right granted to SRT without affecting SRT's right to use and occupancy of the Premises hereunder; and in such event Subsections 30.C and 30.D shall apply with respect to all property related to concession or catering activity installed on the Premises by or on behalf of SRT, except that all such property shall be removed by SRT within thirty (30) days after the effective date of the revocation and termination of the concessions and catering rights.

C. City Remedies Upon SRT's Material Breach of Construction Agreement.

(1) Adjustment of Annual New Premises Rent. In the event that by September 30, 1997, (a) the New Premises has not been completed as provided in the Construction Agreement (by, for example, not having the exterior appearance of the New Premises and its adjacent landscaping completed in accordance with the plans and specifications therefor as last approved by the Director [Exhibits A and D to the Construction Agreement], and (b) the New Premises has not had installed therein all of the theatrical equipment and furnishings identified in Exhibit 3 (the list of equipment that is required to keep the New Premises equipped as a fully functioning performance facility), then the rent payable under Subsection 6.A.(3) hereof shall be as specified in Section 2 of Appendix 4.

(2) SRT Assumption of Maintenance, Repair & Replacement Responsibilities With Respect to Premises Shell. If, at any time during the term of this Agreement, City determines that (a) the New Premises or the connection between the New Premises and the Old Premises is not weather-tight, (b) damage has occurred to the Premises or any of the

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improvements made thereto or equipment installed therein as a consequence of the New Premises or the connection between the Old Premises and the New Premises not being weather-tight, and (c) the exterior of the New Premises and its adjacent landscaping were not constructed according to the plans and specifications therefor as last approved by the Director (Exhibits A and D to the Construction Agreement), SRT shall be given notice of such condition and a demand to correct such non-conforming construction and compensate City for all damage or losses occasioned by such condition. In the event that SRT fails, after having been provided such notice and an opportunity as contemplated in Subsection 28.C hereof, to correct such non-conforming construction and to compensate City for such damage and losses, then, notwithstanding anything to the contrary in Section 13 hereof or in Exhibits 5 through 7 hereto, and in addition to SRT's remaining liable to City for such compensation, SRT shall become responsible for the maintenance, repair and replacement of the roof and exterior shell of the New Premises (including but not limited to the exterior walls, exterior doors and locks, and exterior windows) and the connection between the New Premises and Old Premises until such time as SRT demonstrates, to the reasonable satisfaction of the Director, that the New Premises and its connection to the Old Premises have been constructed according to the plans and specifications therefor as last approved by the Director, or to such other plans and specifications for the New Premises as are approved by the Director, in the exercise of such City official's discretion.

D. Injunctive Relief & Specific Performance. In the event that after its receipt of due notice and an opportunity to cure as provided hereunder, either party fails to cure a material breach and default of any of its obligations hereunder, the other party shall be entitled to damages and, as appropriate, to an order for injunctive relief or specific performance.

30. SURRENDER OF PREMISES AND REMOVAL OF SRT'S PROPERTY; DISPOSITION OF MONEY IN BWTMRR FUND & SRT REPLACEMENT TRUST FUND.

A. Surrender of Premises. Upon termination or expiration of this Agreement, SRT shall surrender to City the Premises and all keys to any door or window therein.

B. Condition of Premises Upon Surrender. The Premises to be surrendered to City shall be surrendered in at least as good a condition as the Old Premises were in on the commencement date of this Agreement, except for the effects of construction of the SRT's improvements on the New Premises pursuant to the Construction Agreement and other improvements, additions, alterations, and repairs made to the Premises with the approval or concurrence of City; property damage by fire and other perils insured in contracts or policies of fire, extended coverage, and vandalism; and reasonable wear and tear.

C. Removal of Property. Prior to the expiration of the term of this Agreement, or within sixty (60) days after this Agreement's earlier termination, SRT shall remove from the Premises, at no cost or expense to City, all office equipment, furnishings, and other personal property owned and placed in or on the Premises by SRT that is not reasonably required to keep the Premises in the condition of a fully functional and safe, live theatrical performance facility. In removing such material and property, SRT shall take due care to not damage or injure the Premises, and any such damage or injury shall be immediately repaired by SRT to the Director's reasonable satisfaction, at SRT's sole cost and expense. Structural alterations, additions,

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improvements, and stage production equipment and fixtures identified in Exhibits 2 and 3 shall not be removed. In no event shall either party make any claim or demand upon the other, nor shall either party be liable for any inconvenience, annoyance, disturbance, or loss of business arising out of such removal operation during such sixty (60) day period.

D. Inventory & Ownership of Office Equipment & Related Items. SRT shall deliver to the Director on or by October 1, 1996, a written Property Inventory identifying all SRT-owned office equipment, furnishings and other personal property moved onto the Premises during any time prior to the immediately preceding July 1st that SRT expects to be able to remove at the end of the term of this Agreement. On or by October 1st of every year thereafter during the term of this Agreement, SRT shall deliver to the Director a replacement Property Inventory or a written addendum to the most recently delivered Property Inventory indicating additions and deletions to the same that occurred during any time during the twelve (12) months prior to the immediately preceding July 1st. Each such Property Inventory that is delivered to the Director and its supplementary additions and deletions list shall constitute and be incorporated herein as Exhibit 11 until a succeeding Property Inventory is delivered to the Director.

E. Disposition of Unremoved Property. In the event that after the expiration or earlier termination of this Agreement, SRT has not removed the removable office equipment, furnishings, and other personal property listed on the most recently filed Property Inventory within the time allowed for such removal, City may, but need not, remove the same and hold it for SRT, or may place the same in storage, all at SRT's expense and risk; and SRT shall reimburse City for any reasonable expense incurred by City in connection with such removal and storage. City shall have the right to sell such stored property, without notice to SRT, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied, first, to the cost of the sale; second, to the payment of the charges for storage; third, to the payment of any other amounts which may then be due from SRT to City; the balance, if any, shall be paid to SRT. SRT hereby waives and expressly releases City from any and all claims for loss or damage, of any kind or nature, arising out of said removal, storage and sale.

F. Disposition of Money in BWTMRR Fund & SRT Replacement Trust Fund. In the event this Agreement is terminated for any reason prior to the earlier of (a) May 31, 2009, or (b) the date when the BWTMRR Fund has received the City remittance for 2009 and the balance of that City fund has been expended, SRT shall remit to City, without protest, offset or deduction of any kind or nature whatsoever, all of the money in the SRT Replacement Trust Fund, which money City shall aggregate with and deposit into the BWTMRR Fund and thereafter divide and expend as follows: First, City shall deduct from the BWTMRR Fund an amount equal to all expenditures that (1) the parties expected to make in the year in which this Agreement is terminated with such funds, as indicated in Exhibit 8, and (2) have not been made as of the effective date of termination. Second, City shall deduct from the BWTMRR Fund an amount equal to the sum of all outstanding financial obligations of SRT to City under this Agreement and otherwise, to the extent such obligations can be paid therefrom. The aggregate amount (if any) remaining in the BWTMRR Fund after such deductions have been made shall be held by City as a reasonable damage deposit to cover all City costs that may be incurred in remedying any SRT failure to leave the Premises in the condition required by Subsections 30.B and 30.C hereof. Upon the full payment of all financial obligations of SRT to City under this Agreement and otherwise (whether by direct SRT payment or deduction from the BWTMRR

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Fund as contemplated herein) and SRT's timely satisfaction of the requirements of Subsections 30.B and 30.C hereof, the balance of the BWTMRR Fund (if any) shall be divided between City and SRT consistent with following calculations:

The sum of the annual SRT deposits into the SRT Replacement Trust Fund pursuant to §13.F.(3) plus the sum of the unreimbursed SRT Supplemental Deposits made pursuant to §13.F.(4)(b) hereof through the effective year of termination = Σ SRT

The sum of the annual City deposits into the BWTMRR Fund pursuant to §13.F.(3) plus the sum of all City Supplemental Deposits into the BWTMRR Fund pursuant to §13.F.(4)(a) that have not been reimbursed, each through the effective year of termination = Σ City

Σ SRT + Σ City = Total Deposits

Σ SRT ÷ Total Deposits = SRT Share of Balance of BWTMRR Fund

Σ City ÷ Total Deposits = City Share of Balance of BWTMRR Fund

City shall remit to SRT the SRT Share of Balance of BWTMRR Fund within thirty (30) days after the determination of such amount.

31. NO WAIVERS.

No action other than a written document by the Director or the SRT Managing Director (or such other person as may be specified for such purpose in a notice given by SRT to the Director) specifically acknowledging that it constitutes a waiver of a particular breach or default by the other shall constitute a waiver by a party of such breach or default. No such document shall waive a failure to fully comply with any term or condition of this Agreement not specifically referenced therein, irrespective of any knowledge any officer or employee of a party may have of such breach, default, or noncompliance. A party's failure to insist upon full performance of any provision of this Agreement shall not be deemed to constitute consent to or acceptance of such incomplete performance in the future.

32. BINDING EFFECT.

The provisions, covenants and conditions contained in this Agreement are binding upon the parties hereto and their legal successors and assigns.

33. REMEDIES CUMULATIVE.

The rights under this Agreement are cumulative; the failure to exercise promptly any right recognized hereunder shall not operate to forfeit any such right. The use of one remedy shall not be taken to exclude or waive the right to use another.

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34. APPLICABLE LAW AND VENUE.

This Agreement shall be construed under the laws of the State of Washington. The venue for any litigation relating to this Agreement shall be in the Superior Court of the State of Washington for King County.

35. OBLIGATION OF SRT LIMITED TO CORPORATION.

Any and all obligations of SRT under this Agreement are enforceable only against the Seattle Repertory Theatre, a nonprofit corporation, and are not enforceable against nor do they impose any liability upon SRT's officers, directors, trustees, members, employees, or agents.

36 NO PARTNERSHIP, ASSOCIATION OR JOINT VENTURE RELATIONSHIP CREATED.

In no event shall either party be construed, held, or become, in any way or for any purpose, a partner, associate, or joint venturer of the other party or any party associated with the other party in the conduct of the other party's business or otherwise. This Agreement does not constitute either party as the agent or legal representative of the other party for any purpose whatsoever, nor is either party granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever.

37. ADDRESSES.

Unless otherwise directed in writing, all notices and reports shall be in writing, and together with any payments, shall be delivered to City at the following address:

Director
Seattle Center Department
305 Harrison Street
Seattle, Washington 98109

and to SRT at the following address:

Managing Director
Seattle Repertory Theatre
155 Mercer Street
Seattle, Washington 98109

Either party may change its address for receipt of reports, notices or payments without the formal amendment of this Agreement by giving the other party written notice of such change not less than fifteen (15) days prior to the effective date thereof.

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38. TITLES OF SECTIONS.

The titles of sections and subsections set forth herein are for convenience only, and do not in any way define, limit or construe the contents of any section.

39. AMENDMENTS.

The parties hereto expressly reserve the right to amend this Agreement from time to time as they mutually deem necessary. No alteration or modification of the terms hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.

40. DIRECTOR'S AUTHORITY.

The action of the Director pursuant to or in implementation of this Agreement does not constitute any official action by any other City department or official that may be required by law, ordinance, rule or regulation.

41. SURVIVAL OF INDEMNIFICATION OBLIGATIONS.

The indemnification obligations assumed by each party under this Agreement shall survive the expiration or earlier termination of this Agreement.

42. ATTORNEYS' FEES.

In the event a suit or arbitration is initiated to resolve a dispute with respect to this Agreement, the losing party in such suit or arbitration shall pay to the prevailing party the reasonable attorneys' fees and other reasonable costs and expenses incurred by the prevailing party in such suit or arbitration. If City prevails, its attorneys' fees shall be computed as if it were represented by attorneys in a private law firm having as many attorneys as are employed by the Seattle Law Department, and with as much experience as that possessed by the attorneys actually representing City.

43. SUPERSESSION OF AMENDED LICENSING AGREEMENT & RELATED MEMORANDUM OF UNDERSTANDING.

This Agreement supersedes the "Bagley Wright Theatre at Seattle Center Licensing Agreement" executed on or about February 20, 1981; the "First Amendment to the Bagley Wright Theatre at Seattle Center Licensing Agreement" executed on or about November 3, 1983; the "Memorandum of Understanding by The City of Seattle and The Seattle Repertory Theatre regarding certain production-related equipment contemplated by the Bagley Wright

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Theatre at Seattle Center Licensing Agreement" executed on or about July 19, 1991; the letter dated July 7, 1995 that was signed by a representative of each of the parties hereto; and all portions of Resolution 29212 of the Seattle City Council that are inconsistent with the contents hereof.

44. APPENDICES & EXHIBITS.

The following appendices and exhibits are incorporated herein, whether or not attached hereto. Notwithstanding any provision to the contrary herein, the parties hereto may agree to the substitution and replacement, from time to time, of subsequently agreed-upon exhibits without the formality of an actual amendment to this Agreement, each of which substitute and replacement exhibits shall be identified on the face thereof as a substitute and replacement exhibit and the effective date of such substitution and replacement.

Appendix 1	Construction Agreement between The City of Seattle and Seattle Repertory Theatre
Appendix 2	Rent Schedule for Use & Occupancy of Old Premises Through May 31, 2009
Appendix 3	Rent Schedule for Use & Occupancy of Old Premises On & After June 1, 2009
Appendix 4	Rent for Use & Occupancy of New Premises or Land Occupied by New Premises

* * * * *

Exhibit 1	Legal Description of Premises
Exhibit 2	Equipment Required to Keep Old Premises Equipped as a Fully Functioning Performance Facility
Exhibit 3	Equipment Required to Keep New Premises Equipped as a Fully Functioning Performance Facility
Exhibit 4	SRT Maintenance & Repair Responsibilities With Respect to the New Premises
Exhibit 5	City's Maintenance & Repair Responsibilities With Respect to Old Premises Through May 31, 2009
Exhibit 6	City's Maintenance & Repair Responsibilities With Respect to New Premises

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Exhibit 7	City's & SRT's Maintenance & Repair Responsibilities With Respect to Old Premises On & After June 1, 2009
Exhibit 8	BWTMRR Fund & SRT Replacement Trust Fund: Minimum Annual Deposits & Expenditure Schedule
Exhibit 9	Minimum Required Insurance Coverage
Exhibit 10	Division of Insurance Proceeds in Event of SRT Election to Terminate Agreement Following Substantial Damage or Destruction of Premises or Improvements Thereto
Exhibit 11	SRT Property Inventory

45. **ENTIRE AGREEMENT.**

The parties hereto acknowledge that it is a negotiated understanding, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against either party on the basis of that party's having drafted the same. This Agreement, together with all of the exhibits attached hereto, embodies the entire Agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties regarding the Premises except as expressly referenced herein.

IN WITNESS WHEREOF, the authorized representative(s) of each of the parties hereto has/have executed this Agreement by affixing his/her/their signature(s) in the spaces below.

SEATTLE REPERTORY THEATRE

By: _____
Benjamin Moore, Managing Director

By: _____
James F. Tune, Chairman
Board of Directors

THE CITY OF SEATTLE

By: _____
Virginia Anderson, Director
Seattle Center Department

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STATE OF WASHINGTON)
) ss. (THEATRE'S ACKNOWLEDGEMENT)
COUNTY OF KING)

On this 9 day of May, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Benjamin Moore and James F. Tune, the respective Managing Director and Chairman of the Board of Trustees of the Seattle Repertory Theatre, who on oath stated that they executed the annexed agreement and acknowledged such agreement to be the free and voluntary act of the Seattle Repertory Theatre for the uses and purposes mentioned therein, and that they were authorized to execute said agreement for and on behalf of the Seattle Repertory Theatre.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Diane James
(Signature)

DIANE JAMES
(Print or type name of notary)

Notary Public in and for the State of Washington, residing at Seattle.
My commission expires 6/9/98

STATE OF WASHINGTON)
) ss. (CITY'S ACKNOWLEDGMENT)
THE COUNTY OF KING)

On this 9th day of May, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Virginia Anderson, to me known to be the Director of the Seattle Center Department of The City of Seattle, who on oath stated that she executed the annexed agreement, and acknowledged said agreement to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and that she was authorized to execute said agreement for and on behalf of The City of Seattle.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Carolyn C. Gossard
(Signature)

CAROLYN C. GOSSARD
(Print or type name of notary)

Notary Public in and for the State of Washington, residing at Seattle.
My commission expires 11/28/96

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APPENDIX 1

CONSTRUCTION AGREEMENT
BETWEEN
THE CITY OF SEATTLE
&
SEATTLE REPERTORY THEATRE

[Document incorporated, but not attached because of its bulk.]

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APPENDIX 2

RENT SCHEDULE FOR USE & OCCUPANCY OF OLD PREMISES THROUGH MAY 31, 2009

As consideration for any use of the Old Premises by SRT and all other persons and entities (other than City and third parties authorized by City to use the Old Premises Production Areas pursuant to Section 5 of this Agreement), from and after the Commencement Date of this Agreement through May 31, 2009, SRT shall pay to City the following rent:

In 1996: $7,332.83 per month.

Effective January 1, 1997, and each January 1st thereafter during the term hereof, the monthly rent shall be increased by the percentage increase (if any) in the Consumer Price Index ("C.P.I.") for All Urban Consumer Items, All City Average (using the base 1982-84 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor, that occurred during the immediately preceding calendar year; Provided, that in the event of any change in the index base (1982-84 = 100) or other modification of such index, the parties hereto shall apply whatever conversion factor(s) are necessary to establish the true percentage change in the C.P.I. for any year(s) in which such modification(s) occur, and in the event such index is discontinued, the parties hereto shall select and use for such rent adjustment purpose, another, similar index that reflects consumer price changes.

(To illustrate the parties' intentions under this Agreement, if the C.P.I. index for January 1996 = 156.79, and the C.P.I. index for January 1997 = 162.59, the percentage increase in the C.P.I. occurring during 1996 = +3.7%. That percentage, when applied to the 1996 monthly rent of $7,332.83, would result in an increase of $271.31, and thus make the revised monthly rent payable for 1997 = $7,604.14.)

Effective on the third anniversary of the date a Certificate of Occupancy is issued with respect to the New Premises, the then-current revised monthly rent shall be reduced by an amount equal to the average monthly cost incurred by the Seattle Center Department in providing cooling service to the Old Premises pursuant to Subsection 14.A of the annexed Agreement during the first three years after the date a Certificate of Occupancy is issued with respect to the New Premises. The Seattle Center Director shall calculate such average monthly cooling service cost as soon as reasonably possible after such anniversary date but no later than July 1, 1999, and provide notice of to the SRT Managing Director of (a) the amount of such average monthly cooling cost; (b) the amount by which monthly rent as revised by the C.P.I. as provided for herein is to be reduced, and the resulting revised reduced monthly rent; (c) the amount of any rent credit due to SRT (which credit shall be applied by City to the revised reduced monthly rent due for the month(s) immediately after the date of such Director's notice); and (d) the amount of the revised reduced monthly rent due for the month in which such credit is sufficient to pay only a portion of that month's revised reduced monthly rent. Until the SRT Managing Director's receipt of notice of the revised reduced monthly rent, SRT shall continue to pay in a timely manner the revised monthly rent last specified by the Director as provided herein.

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APPENDIX 3

RENT SCHEDULE FOR USE & OCCUPANCY OF OLD PREMISES FROM & AFTER JUNE 1, 2009

As consideration for any use of the Old Premises by SRT and all other persons and entities (other than City and third parties authorized by City to use the Old Premises Production Areas pursuant to Section 5 of this Agreement), from and after June 1, 2009, SRT shall:

1. Pay to City monthly rent equal to $1.00 per month consistent with the requirements of Section 6 of the Agreement; AND

2. Provide to City for use by City and City-authorized third parties the Old Premises Production Areas and New Premises Production Areas as contemplated in Section 5 hereof; AND

3. Expend, and provide documentation to the reasonable satisfaction of the Director of SRT's having made an expenditure, no later than September 1, 2010, of not less than One Million Dollars ($1,000,000) on capital renovations and improvements to the Old Premises (which expenditure shall be in addition to SRT's expenditures from the SRT Replacement Trust Fund pursuant to Section 13 of the annexed Agreement); Provided, that all such renovations and improvements shall be subject to the requirements of Section 12 of this Agreement; Provided, that:

   a. Notwithstanding any provision in Section 12 of this Agreement to the contrary, SRT shall submit to the Director, for the Director's approval, schematic designs, design development drawings, and final working drawings and specifications for all renovations and improvements to be paid for using any portion of such required expenditure;

   b. The Director's approval with respect to any such renovation or improvement project or undertaking involving or affecting, in any manner whatsoever, the exterior of the Old Premises or the New Premises (including but not limited to the appearance of the same) or any City maintenance responsibility under Section 13 of this Agreement, may be granted, withheld, or conditioned in the exercise of the Director's discretion.

In the event that SRT fails to not only expend the amount required by this Exhibit by the deadline specified hereunder but also provide written documentation to the reasonable satisfaction of the Director that such expenditure has been made, the rent for the Old Premises Production Areas shall be renegotiated by the Director and SRT Managing Director, but in the absence of their agreement, shall be fixed at a "fair market rate" as established by a qualified commercial real estate appraiser selected by the City's Mayor.

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APPENDIX 4

RENT SCHEDULE FOR USE & OCCUPANCY OF NEW PREMISES OR LAND OCCUPIED BY NEW PREMISES

1. Except as provided in Subsection 2 hereof, the annual rent for SRT's use and occupancy of the New Premises shall be the amount specified as the "Level Annual Rent" for the then-current year in the term of said Agreement that is indicated on the attached schedule.

2. In the event that SRT fails to have the New Premises construction fully completed by the date specified in Subsection 29.C of the annexed Facility Use & Occupancy Agreement, and the rent is to be adjusted as contemplated in such subsection, the annual rent specified in Subsection 6.A.(3) of such Agreement for SRT's use of the land occupied by the New Premises (or whatever portion thereof exists at the time) shall be the amount specified as the "Calculated Rent" for the then-current year in the term of said Agreement that is indicated on the attached schedule; Provided, that from and after the date that the New Premises has been completed in a manner consistent with the plans and specifications therefor as last approved by the Director (Exhibits A and D to the Construction Agreement) and all of the theatrical equipment and furnishings identified on Exhibit 3 have been installed in the New Premises (which date shall be reasonably determined by the Director after consultation with the SRT Managing Director), SRT shall pay only the rent for the New Premises specified in Section 1 of this Appendix 4.

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NEW ADDITION BAGLEY WRIGHT THEATRE

Facility:	15,754	Sq.														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14
SRT Capital Contribution:			7,274,338	7,610,317	7,853,847	8,105,170	8,364,535	8,632,201	8,908,431	9,193,501	9,487,693	9,791,299	10,104,621	10,427,968	10,761,663	11,106,037
Terminal Depreciation	53.8%															
Present Value of Reversion			3,1,668													
Annual Payments to Recapture		75,030														
City Capital Contribution:			0	0	0	0	0	0	0	0	0	0	0	0	0	0
Terminal Depreciation																
Present Value of Reversion			0		Interest/Discount Rate		8.0%	Terminal Depreciation								
Annual Payments to Recapture		0			Number of Years		30	based on SCT								
					Annual Escalation/CPI		3.2%									
SRT CONTRIBUTION		Year	1	2	3	4	5			8	9	10	11	12	13	14
Recapture of Improvements			75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030
Annual Imputed Rent			75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030
CITY CONTRIBUTION																
Hypothetical Land Rent																
Land value @	$50	sq.ft.	787,700	812,906	838,919	865,765	893,469	922,060	951,566	982,016	1,013,441	1,045,871	1,079,339	1,113,878	1,149,522	1,186,307
increasing at CPI																
Annual return adj. every 5 years @	8.0%		63,016	63,016	63,016	63,016	63,016	73,765	73,765	73,765	73,765	73,765	86,347	86,347	86,347	86,347
Recapture of Improvements			0	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Costs			4,000	4,128	4,260	4,396	4,537	4,682	4,832	4,987	5,146	5,311	5,481	5,656	5,837	6,024
Calculated Annual Rent			67,016	67144	67276	67412	67553	78447	78597	78752	78911	79076	91828	92003	92184	92371
"Fair Rent" = Calculated Rent less Imp. Rent			(8,014)	(7,886)	(7,754)	(7,617)	(7,477)	3,417	3,567	3,722	3,881	4,046	16,798	16,974	17,155	17,342
Present Value of "Fair Rent" Payments (assumes 8.0% discount rate)			62,091													
Level Annual Rent			5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515

NEW ADDITION BAGLEY WRIGHT THEATRE

Facility	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
SRT Capital Contribution:	11,461,430	11,828,196	12,206,698	12,597,312	13,000,426	13,416,440	13,845,766	14,288,830	14,746,073	15,217,947	15,704,922	16,207,479	16,726,118	17,261,354	17,813,718	18,383,757
Terminal Depreciation																(9,884,148)
Present Value of Reversion																
Annual Payments to Recapture																8,499,609
City Capital Contribution:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Terminal Depreciation																0
Present Value of Reversion																
Annual Payments to Recapture																0
SRT CONTRIBUTION	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Recapture of Improvements	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75,030
Annual Imputed Rent	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030
CITY CONTRIBUTION																
Hypothetical Land Rent																
Land value @	1,224,288	1,263,445	1,303,875	1,345,599	1,388,658	1,433,095	1,478,954	1,525,281	1,575,122	1,625,526	1,677,543	1,731,224	1,786,623	1,843,795	1,902,797	1,963,686
increasing at CPI																
Annual return adj. every 5 years @	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347
Recapture of Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Costs	6,217	6,416	6,621	6,833	7,052	7,277	7,510	7,751	7,999	8,255	8,519	8,791	9,073	9,363	9,663	9,972
Calculated Annual Rent	92564	92763	92968	93180	93399	93624	93857	94098	94346	94602	94866	95138	95420	95710	96010	96,319
"Fair Rent" = Calculated Rent less Imp	17,534	17,733	17,939	18,150	18,369	18,595	18,828	19,068	19,316	19,572	19,836	20,109	20,390	20,680	20,980	21,289
Present Value of "Fair Rent" Payments (assumes 8.0% discount rate)																
Level Annual Rent	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515

EXHIBIT 1

LEGAL DESCRIPTION FOR OLD PREMISES

The building and adjacent parking area located on portions of Lots 2-5 and 10-14, Block 34, D. T. Denny's Home Addition to the City of Seattle, as recorded in Volume 3 of Plats, page 115, Records of King County, Washington.

LEGAL DESCRIPTION FOR LAND OCCUPIED BY NEW PREMISES

Portions of Lots 5-10, Block 34, D. T. Denny's Home Addition to the City of Seattle, as recorded in Volume 3 of Plats, page 115, Records of King County, Washington.

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EXHIBIT 2

EQUIPMENT REQUIRED TO KEEP OLD PREMISES EQUIPPED AS A FULLY FUNCTIONING PERFORMANCE FACILITY

LIGHTING:

- Front End Control Console
- Submaster Console
- Dimmer Racks and Dimmers
- Printer
- System CRT Moniters
- House Light Control Stations
- Work Light Control Stations
- Raceways
- Cue Light System
- Remote Cue Light System
- 40 Fresnels
- 65 PARS
- 100 Lekos
- 2 Followspots
- 40 Cyc Lights

AUDIO:

- Mixing Console and Remote Console
- Built-in Amplifiers with Racks
- Built-in Speakers including Center Cluster, Surround and Fill
- Page/Moniter System
- Headset System
- Assistive Listening System
- Effects Processing Equipment
- 2 Reel-to-Reel Tape Decks with Auto Locators
- Misc. Miscrphones, Stands, Booms
- DAT Recorder
- CD Player
- 2 3-way Portable Moniter Speakers
- 4 2-way Portable Moniter Speakers
- 2 Mixing Console Moniter Speakers

RIGGING/FLY SYSTEM:

- 65 Counterweighted 50' Linesets
- 6 Motorized Tab Winches
- 2 Grid Motorized Winches
- 1 Bull Winch
- 80 Mule Blocks
- 30 Loft Blocks
- Sand Bags, Hemp, Misc. Rigging Supplies

SOFT GOODS:

- Fire Curtain
- Act Curtain
- Grand Teaser
- 4 Traveller Panels (Used for Blackout Curtain)
- 20 Legs
- 6 Borders
- Cyc
- Scrim

OTHER:

- Stage Floor
- Theatre Seats

4/23/96

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EXHIBIT 3

EQUIPMENT REQUIRED TO KEEP NEW PREMISES EQUIPPED AS A FULLY FUNCTIONING PERFORMANCE FACILITY

LIGHTING EQUIPMENT:

- Control Console
- 2 Back-up Control Consoletes
- Dimmer Racks and Dimmers w/ Advanced Features
- Printer
- System CRT Moniters
- House Light Control Stations
- Worklight Control Stations
- Raceways and Plug-in Boxes
- Cue Light System
- 5 Lighting Trusses with Chain Motors
- 165 Lekos
- 20 Pars
- 20 Fresnels
- 8 Cyc Lights

OTHER:

- Stage Floor
- Theatre Seats

AUDIO:

- Mixing Console
- Amplifiers and Racks
- Speakers for Effects and P.A.
- Programmable Page/Moniter System
- Headset System with Wireless Components
- Dual Channel Assistive Listening System
- Video Monitering System with IR Lights
- Equalizers
- Effects Processor
- CD Player
- Cassette Player
- CD Recorder
- Power Conditioners
- Otari Reel to Reel Decks
- Patchbay and Cables
- Wireless Mics and Recievers
- Various Microphones
- Production Control Panel

RIGGING/FLY SYSTEM:

- Pipes
- Rope for Linesets
- 6 General Purpose Chain Motors
- Pin Rail

SOFT GOODS:

- Grand Drape
- Grand Valence
- 3 Borders
- 6 Legs
- Blackout
- 3 Scrims
- 5 Storage Hampers

NOTE:
EXHIBIT 3 will be revised to reflect inventory upon completion of new premises.

4/23/00

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EXHIBIT 4

SRT'S MAINTENANCE & REPAIR RESPONSIBILITIES WITH RESPECT TO THE NEW PREMISES

1. DEFINITIONS

As used in this exhibit, the following definitions shall be controlling unless another meaning is clearly evident from the context:

"Routine repair" means work required when equipment or a structural or system element is partially or fully inoperable.

"Predictive maintenance" means work of a non-routine nature performed to avoid an untimely failure of equipment or a system.

"Preventive maintenance" means routine work accomplished on a regular schedule to avoid routine repair and/or to extend the useful life of equipment or a structural or system element.

"Major maintenance" means work required when an item of equipment or a structural or system element has reached the end of its useful life and must be replaced or rebuilt.

"End of useful life" means the good faith and reasonable determination by the SRT Managing Director that an item of equipment or a building element no longer functions and cannot be economically repaired or rebuilt, or, in the case of a component, replaced.

"Stage production equipment" means theatrical equipment necessary to operate a live production for the stage, and includes but is not limited to the lightboard, dimmers, lighting equipment, soft goods, the sound system, and fixed and movable rigging equipment.

2. MAINTENANCE SCHEDULE

SRT shall perform or have performed all of the following maintenance work consistent with the schedule below:

A. Routine Repair:

Electrical system -- Repair all system components up to the service entrance including but not limited to panels, conduits, wires, fixtures, and lamps; replace exit lighting batteries.

Elevator -- After the elevator warranty expires, contract and pay for elevator maintenance servicing including all routine and emergency repair required; contract and

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pay for monitoring of the elevator emergency telephone for A.D.A. compliance purposes; comply with the recommendations of City's elevator inspector(s).

Exterior Doors and Locks -- Repair as needed.

Exterior Building Lighting -- Repair controllers for the exterior lights connected to the New Premises electrical system.

Exterior Hard Surfaces -- Clean and maintain the hard surfaces of the courtyard on the West side of the New Premises.

Fixed Seats -- Repair seat anchors, pivots, upholstery, and other parts as necessary.

Interior Doors and Locks -- Repair as needed.

Interior Finishes and Accessories -- Repair walls, ceilings, floors, and all other interior finishes and accessories as needed; remove and/or paint over all graffiti and repair all other vandalism within three (3) days SRT's receipt of a report of the existence of such graffiti or vandalism, or such within shorter period as may be required by law or ordinance.

Potable Water System and Waste Water System -- Repair showers, sinks, drains, toilets, urinals, sump pump, dispensers, and drinking fountains, as needed; repair the waste water system lines out to the building cleanout closest to the exterior wall, and the potable water system out to the water meter, each as needed.

Rest room Stalls -- Repair doors, pilasters, hardware, and other parts as necessary.

Stage Production Equipment -- Repair all stage production equipment as necessary. After the warranties expire, where applicable, purchase a maintenance and emergency repair contract or contracts or otherwise provide for the necessary maintenance.

B. Preventive & Predictive Maintenance: (Task items and frequency are as specified below, or consistent with the manufacturer's recommendations, warranty requirements, or code or regulatory requirements, whichever is the most stringent.)

Electrical System -- Annually check, tighten and clean all panels, switch gears and connectors; check motor operation; read amperage; replace bad bearings; tighten connections on control and contactors; as necessary, rewind motor, replace bearings, controls, heaters, fuses, breakers, and occupancy sensors; every five years, replace emergency battery packs.

HVAC -- The following tasks shall be completed quarterly and repairs made as necessary:

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Supply Fans -- Inspect fan bearings, scroll and blades, clean as required; inspect for leakage and clean coil face as required; inspect belt alignment and sheave wear. Inspect filters for condition and pressure drop; change and clean filter rack; inspect damper and valve controls; inspect motor bearings, record operating amps and check mountings and bolts.

Exhaust Fans -- Inspect fan bearings, scroll and blades; clean and grease as required; inspect belt alignment and sheave wear; inspect motor bearings; record operating amps and check mountings and bolts.

Pumps -- Inspect motor and bearings, check amperage and mounts, oil or grease as necessary; check pump for noise and vibration, and oil or grease as necessary; check packing for leakage and coupling for alignment and wear, adjust or replace as necessary; inspect pump mounts.

Elevator -- After the elevator warranty expires, contract and pay for elevator maintenance servicing providing for all necessary preventive and predictive maintenance.

Exterior Doors and Locks -- Annually inspect, adjust and tighten hinges, pivots and closure hardware; conduct three-cycle performance tests on doors.

Fixed Seats -- Annually inspect for motion and function of backs, seats, and standards; tighten as needed.

Interior Finishes and Accessories -- Annually inspect and repair walls, ceilings, floors and all other interiors finishes; biennially reseal all ceramic tile grout.

Potable Water System and Waste Water System -- Complete the following tasks quarterly and make appropriate repairs or replacements as necessary:

Drinking Fountain -- Check function, drain, cartridges and mounting.

Toilets and urinals -- Check flushometer, seat, base, drain and flow mountings.

Sink/valve and wash up sink -- Check operation flow, temperature mounting, drain, and back flow preventer; have operation of back flow preventer annually certified by properly licensed personnel.

Dispensers -- Check mounting and function.

Drains -- Check function.

Showers -- Check valve and drain.

[illegible] -- Check function, fittings and mounting.

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Plumbing system, generally -- Treat plumbing system annually with bacterial viable enzymes.

Rest room Stalls -- Annually inspect for tightness and alignment of doors, pilasters, and hardware; tighten and adjust as needed.

Stage Production Equipment -- Where applicable, after the warranties expire, purchase a preventive maintenance contract or contracts or otherwise provide for the necessary maintenance; as necessary, repack bearings, change hemp, and lubricate the rigging equipment.

Other Elements -- Make repairs as necessary.

C. Major Maintenance:

Building Systems -- Replace or rebuild all interior building systems and individual components thereof when each reaches the end of its useful life.

HVAC -- Replace or rebuild supply and exhaust fans, pumps, belts, controls and other components when each reaches the end of its useful life.

Elevator -- Replace or rebuild the elevator when it reaches the end of its useful life.

Exterior Doors and Locks -- Replace or rebuild each when it reaches the end of its useful life.

Fixed Seats -- Reupholster or replace when each reaches the end of its useful life.

Interior Doors and Locks -- Replace or rebuild when each reaches the end of its useful life.

Stage Production Equipment -- Replace when each item thereof reaches the end of its useful life.

D. Record Keeping: SRT shall maintain complete and accurate records of all routine repairs, preventive and predictive maintenance, and major maintenance undertaken in and with respect to the New Premises. A written report documenting all of the routine maintenance, preventive and predictive maintenance, and major maintenance work performed in, on, and with respect to the New Premises during the twelve (12) months immediately preceding each July 1st during the term hereof shall be delivered annually by SRT to the Director on or before September 1st, beginning September 1, 1997 and continuing through September 1, 2009.

E. Permits & Certificates: [illegible] any permit or certificate, as required by law or ordinance, for operation of any elevator, hot[illegible] tank assembly or boiler, or air compressor on or in the

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portion of the Premises to be maintained under this Exhibit, and any permit required by any hazardous substance or hazardous waste enactment affecting activity in the portion of the Premises to be maintained under this Exhibit shall be secured and maintained in full force and effect.

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EXHIBIT 5

CITY'S MAINTENANCE & REPAIR RESPONSIBILITIES WITH RESPECT TO OLD PREMISES THROUGH MAY 31, 2009

1. DEFINITIONS

As used in this exhibit, the following definitions shall be controlling unless another meaning is clearly evident from the context:

"Routine repair" means work required when equipment or a structural or system element is partially or fully inoperable.

"Predictive maintenance" means work of a non-routine nature performed to avoid an untimely failure of equipment or a system.

"Preventive maintenance" means routine work accomplished on a regular schedule to avoid routine repair and/or to extend the useful life of equipment or a structural or system element.

"Major maintenance" means work required when an item of equipment or a structural or system element has reached the end of its useful life and must be replaced or rebuilt.

"End of useful life" means the good faith and reasonable determination by the Director that an item of equipment or a building element no longer functions and cannot be economically repaired or rebuilt, or, in the case of a component, replaced.

"Stage production equipment" means theatrical equipment necessary to operate a live production for the stage, and includes but is not limited to the lightboard, dimmers, lighting equipment, soft goods, the sound system, and fixed and movable rigging equipment.

2. MAINTENANCE SCHEDULE

Seattle Center shall perform the following maintenance work with respect to the Old Premises through May 31, 2009, according to the schedule below:

A. Routine Repair:

Electrical system -- Repair all system components up to the service entrance including but not limited to panels, conduits, wires, fixtures, and lamps; replace exit lighting batteries.

Elevator -- Contract and pay for elevator maintenance servicing including all routine and emergency repair required: contract and pay for monitoring of the elevator emergency

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telephone for A.D.A. compliance purposes; comply with the recommendations of City's elevator inspector(s).

Exterior Doors and Locks -- Repair as needed.

Exterior Shell -- Repair foundation, walls and all other exterior finishes other than exterior windows, doors and the roof, as needed; remove and/or paint over all graffiti and repair all vandalism within three (3) days after the receipt by Seattle Center's Technical Facilities Manager, or such official's functional successor, of a report of the existence of such graffiti or vandalism.

Exterior Windows -- Clean exterior side of windows one (1) time per year and repair damaged or broken windows as needed.

Exterior Building Lighting -- Repair controllers for the exterior lights connected to the Old Premises electrical system.

Roof -- Patch as needed; Provided, that if roof patching is necessary due to unauthorized access to the roof by SRT or any of its employees, agents or contractors, SRT shall reimburse City for the labor and materials required to repair the roof.

HVAC -- Repair supply and exhaust fans, pumps, belts, controls and other components as needed.

Fixed Seats -- Repair seat anchors, pivots, upholstery, and other parts as necessary.

Potable Water System and Waste Water System -- Repair showers, sinks, drains, toilets, urinals, sump pump, dispensers, and drinking fountains, as needed; repair the waste water system lines out to the building cleanout closest to the exterior wall, and the potable water system out to the water meter, each as needed; as needed, repair system lines from the building cleanout closest to the exterior wall to the main water line for the waste water system.

Rest room Stalls -- Repair doors, pilasters, hardware, and other parts as necessary.

Interior Doors and Locks -- Repair as needed.

Interior Finishes and Accessories -- Repair walls, ceilings, floors, and all other interior finishes and accessories as needed; remove and/or paint over all graffiti and repair all vandalism within three (3) days after the receipt by Seattle Center's Technical Facilities Manager, or such official's functional successor, of a report of the existence of such graffiti or vandalism.

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B. Preventive & Predictive Maintenance: (Task items and frequency are minimum standard)

Exterior walls -- Inspect annually and repair as needed; seal every ten (10) years.

Exterior windows - Inspect annually and repair as needed.

Roof -- Biannually clean gutters and drains and inspect; floodcoat once every five (5) years.

Waste water system -- Inspect annually; clean from the building cleanout closest to the exterior walls to the main water line as needed.

Electrical System -- Annually check, tighten and clean all panels, switch gears and connectors; check motor operation; read amperage; replace bad bearings; tighten connections on control and contactors; as necessary, rewind motor, replace bearings, controls, heaters, fuses, breakers, and occupancy sensors; every five years, replace emergency battery packs.

HVAC -- The following tasks shall be completed quarterly and repairs made as necessary:

Supply Fans -- Inspect fan bearings, scroll and blades, clean as required; inspect for leakage and clean coil face as required; inspect belt alignment and sheave wear. Inspect filters for condition and pressure drop; change and clean filter rack; inspect damper and valve controls; inspect motor bearings, record operating amps and check mountings and bolts.

Exhaust Fans -- Inspect fan bearings, scroll and blades; clean and grease as required; inspect belt alignment and sheave wear; inspect motor bearings; record operating amps and check mountings and bolts.

Pumps -- Inspect motor and pump bearings, check amperage and mounts, oil or grease as necessary; check pump for noise and vibration, and oil or grease as necessary; check seals for leakage and coupling for alignment and wear, adjust or replace as necessary; inspect pump mounts.

Elevator -- Contract and pay for elevator maintenance servicing providing for all necessary preventive and predictive maintenance by an elevator mechanic.

Exterior Doors and Locks -- Annually inspect, adjust and tighten hinges, pivots and closure hardware; conduct three-cycle performance tests on doors.

Fixed Seats -- Annually inspect for motion and function of backs, seats, and standards; tighten and repair as needed.

Interior Finishes and Accessories -- Annually inspect and repair walls, ceilings, floors and all other interiors finishes; biennially reseal all ceramic tile grout.

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Potable Water System and Waste Water System -- Complete the following tasks quarterly and make appropriate repairs or replacements as necessary:

Drinking Fountain -- Check function, drain, cartridges and mounting.

Toilets and urinals -- Check flushometer, seat, base, drain and flow mountings.

Sink/valve and wash up sink -- Check operation flow, temperature mounting, drain, and back flow preventer; have operation of back flow preventer annually certified by properly licensed personnel.

Dispensers -- Check mounting and function.

Drains -- Check function.

Showers -- Check valves and drains.

Sump -- Check function, fittings and mounting.

Plumbing system, generally -- Treat plumbing system annually with bacterial viable enzymes.

Rest room Stalls -- Annually inspect for tightness and alignment of doors, pilasters, and hardware; tighten and adjust as needed.

Other Elements -- Make repairs as necessary.

C. Major Maintenance:

Exterior walls -- Repair any damage to or replace exterior wall surface when it reaches the end of its useful life; paint as needed.

Exterior windows -- Replace caulking when it reaches the end of its useful life.

Roof -- Replace when existing roof reaches the end of its useful life.

Waste water system -- Replace supply and waste lines from the building cleanout closest to the exterior wall to the main line, as needed.

HVAC -- Replace or rebuild supply and exhaust fans, pumps, belts and controls and other elements when each has reached the end of its useful life.

Other Building Systems -- Replace or rebuild all interior building systems and individual components thereof when each reaches the end of its useful life.

Elevator -- Replace or rebuild the elevator when it reaches the end of its useful life.

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Exterior Doors and Locks -- Replace or rebuild each when it reaches the end of its useful life.

Interior Doors and Locks -- Replace or rebuild when each reaches the end of its useful life.

Fixed Seats -- Reupholster or replace when each reaches the end of its useful life.

D. Permits & Certificates: Any permit or certificate, as required by law or ordinance, for operation of any elevator, hot water tank assembly or boiler, or air compressor on or in the portion of the Premises to be maintained under this Exhibit, and any permit required by any hazardous substance or hazardous waste enacment affecting activity in the portion of the Premises to be maintained under this Exhibit shall be secured and maintained in full force and effect.

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Bagley Wright Theatre

Estimated Costs (1995 Costs) showing SC CIP costs Only

INTERIOR ONLY

	Total Cost	1 Yr Endg Dec-96	2 Yr Endg Dec-97	3 Yr Endg Dec-98	4 Yr Endg Dec-99	5 Yr Endg Dec-00	6 Yr Endg Dec-01	7 Yr Endg Dec-02	8 Yr Endg Dec-03	9 Yr Endg Dec-04	10 Yr Endg Dec-05	11 Yr Endg Dec-06	12 Yr Endg Dec-07
Total SC	$1,126,835	$21,343	$15,143	$1,143	$1,143	$46,270	$1,143	$16,143	$31,143	1,143	$79,043	$7,750	$1,143
TOTAL SRT	$2,054,226		95,301	100,863	8,779	18,317	115,104	146,401	30 589	733	11,038	327,424	128,055
COMBINED TOTAL	$3,181,061	$21,343	$111,445	$102,010	$9,922	$65,087	$116,247	$162,544	$62,032	$1,876	$90,081	$335,174	$129,198
COMBINED With 3% Inflation	$5,250,785	$21,984	$118,232	$111,469	$11,168	$75,454	$138,805	$199,909	$78,581	$2,448	$121,062	$463,960	$184,206
FUNDING PLAN													
Seattle Center makes flat average contribution.													
SRT makes gradually increasing contribution.													
SPLIT FUND BALANCE													
Seattle Center													
Beginning Fund Balance:		$0	$61,300	$29,657	$8,652	$92,435	$113,036	$67,867	$0	$12,066	$105,256	$78,393	$0
Interest at 5.66%	$36,994	$3,284	$1,589	$463	$4,952	$6,055	$3,635	$0	$646	$5,638	$4,199	$0	$0
Annual Contribution	$1,245,000	$80,000	$85,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000
Draw	($1,880,930)	($21,984)	($118,232)	($111,469)	($11,168)	($75,454)	($138,805)	($199,909)	($78,581)	($2,448)	($121,062)	($463,960)	($184,206)
Transfer from SRT	$598,936	$0	$0	$0	$0	$0	$0	$42,042	$0	$0	$0	$295,566	$94,206
Balance:	$0	$61,300	$29,657	$8,652	$92,435	$113,036	$67,867	$0	$12,066	$105,256	$78,393	$0	$0
								$0					
SRT													
Beginning Fund Balance:		$0	$0	$20,330	$48,503	$86,138	$132,828	$189,206	$210,965	$287,793	$382,838	$497,377	$317,587
Interest at 7.0%	$477,825	$0	$1,330	$3,173	$5,635	$8,690	$12,376	$13,801	$18,828	$25,045	$32,539	$20,777	$23,337
Annual Contribution	$3,455,415	$0	$19,000	$25,000	$32,000	$38,000	$44,000	$50,000	$58,000	$70,000	$82,000	$95,000	$110,000
Transfer to SC or Draw	($3,968,791)	$0	$0	$0	$0	$0	$0	($42,042)	$0	$0	$0	($295,566)	($94,206)
Balance:	($35,551)	$0	$20,330	$48,503	$86,138	$132,828	$189,206	$210,965	$287,793	$382,838	$497,377	$317,587	$356,718
Contributed Toward Replacmt		0	0										
SRT	$3,455,415	0	19,000	25,000	32,000	38,000	44,000	50,000	58,000	70,000	82,000	95,000	110,000
Center	$1,245,000	80,000	85,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000
Total per Year	$4,700,415	80,000	104,000	115,000	122,000	128,000	134,000	140,000	148,000	160,000	172,000	185,000	200,000

3	4	5	6	7	8	9	10	11	12	13	14
Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg
Dec-98	Dec-99	Dec-00	Dec-01	Dec-02	Dec-03	Dec-04	Dec-05	Dec-06	Dec-07	Dec-08	Dec-09
$1,143	$1,143	$46,270	$1,143	$16,143	$31,143	$1,143	$79[illegible]3	$7,750	$1,143	$1,143	$1,143
100,866	8,779	18,8[illegible]	115,104	146,401	30,889	733	[illegible]	327,424	128,055	173,944	8,435
$102,010	$9,922	$65,087	$116,247	$162,544	$62,032	$1,876	$90,081	$335,174	$129,198	$175,088	$9,578
$111,469	$11,168	$75,454	$138,805	$199,909	$78,581	$2,448	$121,062	$463,960	$184,206	$257,122	$14,486
$29,657	$8,652	$92,435	$113,036	$67,[illegible]	$0	$12,066	$105,256	$78,393	$0	$0	$0
$463	$4,952	$6,055	$3,635	[illegible]	$646	$5,638	$4,199	$0	$0	$0	$4,274
$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000
($111,469)	($11,168)	($75,454)	($138,805)	($199,909)	($78,581)	($2,448)	($121,062)	($463,960)	($184,206)	($257,122)	($14,483)
$0	$0	$0	$0	$42,042	$0	$0	$0	$295,566	$94,206	$167,122	$[illegible]
$8,652	$92,435	$113,036	$[illegible],837	$0	$12,066	$105,256	$78,393	$0	$0	$0	$79,786
				$0							
$20,330	$48,503	$86,138	$132,828	$189,206	$210,965	$287,793	$382,838	$497,377	$317,587	$356,718	$331,268
$3,173	$5,635	$8,690	$12,378	$13,801	$18,828	$25,045	$32,539	$20,777	$23,337	$21,672	$32,289
$25,000	$32,000	$38,000	$44,000	$50,000	$58,000	$70,000	$82,000	$95,000	$110,000	$120,000	$130,000
$0	$0	$0	$0	($42,042)	$0	$0	$0	($295,566)	($94,206)	($167,122)	$0
$48,503	$86,138	$132,828	$189,206	$210,965	$287,793	$382,838	$497,377	$317,587	$356,718	$331,268	$493,557
25,000	32,000	38,000	44,000	50,000	58,000	70,000	82,000	95,000	110,000	120,000	130,000
90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000
115,000	122,000	128,000	134,000	140,000	148,000	160,000	172,000	185,000	200,000	210,000	220,000

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Bagley Wright Theat
Estimated Costs (1995 Costs) shown
INTERIOR ONLY

	Total Cost	15 Yr Endg Dec-10	16 Yr Endg Dec-11	17 Yr Endg Dec-12	18 Yr Endg Dec-13	19 Yr Endg Dec-14	20 Yr Endg Dec-15	21 Yr Endg Dec-16	22 Yr Endg Dec-17	[illegible] ndg -18	24 Yr Endg Dec-19	25 Yr Endg Dec-20	26 Yr E Dec-
Total SC	$1,126,835	$65,078	$55,013	$51,629	$63,406	$46,968	$63,768	$48,575	$57,932	$60,029	$55,013	$49,878	$5
TOTAL SRT	$2,054,226	19,294	103,931	147,331	74,872	3,353	3,046	109,702	82,776	64,384	5,979	17,887	7
COMBINED TOTAL	$3,181,061	$84,372	$158,944	$198,960	$138,278	$50,321	$66,814	$158,277	$140,708	$124,413	$[illegible],992	$67,765	$13
COMBINED With 3% Inflation	$5,250,785	$131,449	$255,058	$328,851	$235,409	$88,238	$120,673	$294,441	$269,610	$245,540	$123,984	$141,885	$28
FUNDING PLAN													
Seattle Center makes flat average contribution.													
SRT makes gradually increasing contribution.													
SPLIT FUND BALANCE													
Seattle Center													
Beginning Fund Balance:		$79,786	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Interest at 5.66%	$36,994	$2,258	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Annual Contribution	$1,245,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Draw	($1,880,930)	($82,044)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Transfer from SRT	$598,936	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Balance:	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
SRT													
Beginning Fund Balance:		$493,557	$617,820	$534,297	$369,623	$297,150	$380,914	$439,771	$320,850	$224,306	$150,997	$206,963	$25
Interest at 7.0%	$477,825	$40,418	$34,954	$24,181	$19,440	$24,920	$28,770	$20,990	$14,674	$9,878	$13,540	$16,495	$1
Annual Contribution	$3,455,415	$133,250	$136,581	$139,996	$143,496	$147,083	$150,760	$154,529	$158,392	$162,352	$166,411	$170,571	$17
Transfer to SC or Draw	($3,968,791)	($49,405)	($255,058)	($328,851)	($235,409)	($88,238)	($120,673)	($294,441)	($269,610)	($245,540)	($123,984)	($141,885)	($28
Balance:	($35,551)	$617,820	$534,297	$369,623	$297,150	$380,914	$439,771	$320,850	$224,306	$150,997	$206,963	$252,145	$15
		0.025											
Contributed Toward Replacmt		2.5% Annual Increase											
SRT	$3,455,415	133,250	136,581	139,996	143,496	147,083	150,760	154,529	158,392	162,352	166,411	170,571	17
Center	$1,245,000	0	0	0	0	0	0	0	0	0	0	0	
Total per Year	$4,700,415	133,250	136,581	139,996	143,496	147,083	150,760	154,529	158,392	162,352	166,411	170,571	17

6	17	18	19	20	21	22	23	24	25	26	27
ndg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg
-11	Dec-12	Dec-13	Dec-14	Dec-15	Dec-16	Dec-17	Dec-18	Dec-19	Dec-20	Dec-21	Dec-22
55,013	$51,629	$63,406	$46,968	$63,768	$48,575	$57,932	$60,029	$55,013	$49,878	$59,674	$46,968
03,931	147,331	74,872	3,353	3,046	109,702	82,776	64,384	5,979	17,887	71,596	150,428
58,944	$198,960	$138,278	$50,321	$66,814	$158,277	$140,708	$124,413	$60,992	$67,765	$131,270	$197,396
55,058	$328,851	$235,409	$88,238	$120,673	$294,441	$269,610	$245,540	$123,984	$141,885	$283,095	$438,474
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
17,820	$534,297	$369,623	$297,150	$380,914	$439,771	$320,850	$224,306	$150,997	$206,963	$252,145	$153,958
34,954	$24,181	$19,440	$24,920	$28,770	$20,990	$14,674	$9,878	$13,540	$16,495	$10,072	$0
36,581	$139,996	$143,496	$147,083	$150,760	$154,529	$158,392	$162,352	$166,411	$170,571	$174,836	$179,206
55,058)	($328,851)	($235,409)	($88,238)	($120,673)	($294,441)	($269,610)	($245,540)	($123,984)	($141,885)	($283,095)	($438,474)
34,297	$369,623	$297,150	$380,914	$439,771	$320,850	$224,306	$150,997	$206,963	$252,145	$153,958	($105,310)
36,581	139,996	143,496	147,083	150,760	154,529	158,392	162,352	166,411	170,571	174,836	179,206
0	0	0	0	0	0	0	0	0	0	0	0
36,581	139,996	143,496	147,083	150,760	154,529	158,392	162,352	166,411	170,571	174,836	179,206

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Bagley Wright Theat				
Estimated Costs (1995 Costs) shown				
INTERIOR ONLY				
		28	29	30
	Total	Yr Endg	Yr Endg	Yr Endg
	Cost	Dec-23	Dec-24	Dec-25
Total SC	$1,126,835	$63,406	$51,629	$62,027
TOTAL SRT	$2,054,226	28,559	4,463	842
COMBINED TOTAL	$3,181,061	$91,965	$56,092	$62,869
COMBINED With 3% Inflation	**$5,250,785**	**$210,409**	**$132,184**	**$152,599**
FUNDING PLAN				
Seattle Center makes flat average contribution.				
SRT makes gradually increasing contribution.				
SPLIT FUND BALANCE				
Seattle Center				
Beginning Fund Balance:		$0	$0	$0
Interest at 5.66%	$36,994	$0	$0	$0
Annual Contribution	$1,245,000	$0	$0	$0
Draw	($1,880,930)	$0	$0	$0
Transfer from SRT	$598,936	$0	$0	$0
Balance:	$0	$0	$0	$0
SRT				
Beginning Fund Balance:		($105,310)	($132,032)	($75,937)
Interest at 7.0%	$477,825	$0	$0	$0
Annual Contribution	$3,455,415	$183,687	$188,279	$192,986
Transfer to SC or Draw	($3,968,791)	($210,409)	($132,184)	($152,599)
Balance:	($35,551)	($132,032)	($75,937)	($35,551)
Contributed Toward Replacmt				
SRT	$3,455,415	183,687	188,279	192,986
Center	$1,245,000	0	0	0
Total per Year	$4,700,415	183,687	188,279	192,986

Seattle Repertory Theatre
Bagley Wright - Theatrical Systems
PNTA - Replacement Cost Summary

PNTAEST5.XLW

Cash flow analysis

Cash flow requirements by year

Category	Total FY 97-25	2 FY 97	3	4	5	6	7	8	9	10	11	12	13	14	15
Dimmers, Lights & Controls	483,400	0	0	0	0	5,200	105,000	0	0	0	158,000	0	0	0	0
Drapes & Related Track	181,171	3,639	11,385	0	0	36,077	0	6,190	0	0	9,491	3,639	0	0	0
Fixtures	249,055	0	24,240	2,800	0	24,740	0	0	0	0	20,105	45,405	42,780	0	0
Rigging	316,645	12,230	0	0	0	0	3,780	11,570	539	0	136,085	12,230	69,950	0	0
Sound	623,955	79,432	65,241	5,979	18,817	49,087	37,621	13,129	194	11,038	3,744	66,781	61,214	8,435	19,294
Total	2,054,226	95,301	100,866	8,779	18,817	115,104	146,401	30,889	733	11,038	327,421	128,055	173,944	8,435	19,294

	5	6	7	8	9	10	11	12	13	14	15	16	17 FY 12
0	0	5,200	105,000	0	0	0	158,000	0	0	0	0	0	105,000
0	0	36,077	0	6,190	0	0	9,491	3,639	0	0	0	20,470	0
800	0	24,740	0	0	0	0	20,105	45,405	42,780	0	0	34,500	0
0	0	0	3,780	11,570	539	0	136,085	12,230	69,950	0	0	0	3,780
979	18,817	49,087	37,621	13,129	194	11,038	3,744	66,781	61,214	8,435	19,294	48,961	38,551
779	18,817	115,104	146,401	30,889	733	11,038	327,424	128,055	173,944	8,435	19,294	103,931	147,331

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Seattle Repertory Theatre
Bagley Wright - Theatrical Systems
PNTA - Replacement Cost Summary

Category	Total FY 97-25	18 FY 13	19	20	21	22	23	24	25	26	27	28	29	30 FY 25
Dimmers, Lights & Controls	483,400	0	0	0	5,200	0	0	0	0	0	105,000	0	0	0
Drapes & Related Track	181,171	17,575	0	0	55,598	3,639	0	0	0	7,278	0	6,190	0	0
Fixtures	245,055	22,000	0	0	24,740	0	2,240	0	0	2,705	0	0	2,800	0
Rigging	316,645	13,854	539	0	23,970	12,230	0	0	0	0	3,780	11,570	539	0
Sound	823,955	21,443	2,814	3,046	194	66,907	62,144	5,979	17,887	61,613	41,648	10,799	1,124	842
Total	2,054,226	74,872	3,353	3,046	109,702	82,776	64,384	5,979	17,887	71,596	150,428	28,559	4,463	842

	21	22	23	24	25	26	27	28	29	30 FY 25
0	5,200	0	0	0	0	0	105,000	0	0	0
0	55,598	3,639	0	0	0	7,278	0	6,190	0	0
0	24,740	0	2,240	0	0	2,705	0	0	2,800	0
0	23,970	12,230	0	0	0	0	3,780	11,570	539	0
46	194	66,907	62,144	5,979	17,887	61,613	41,643	10,799	1,124	842
46	109,702	82,776	64,384	5,979	17,887	71,596	150,428	28,559	4,463	842

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SEATTLE REP DIMMING CONTROL INVENTORY

QTY	DESCRIPTION	REPLACEMENT PRODUCT	COST	LIFE Rem.	ADJ LIFE	LIFE New	cash flow basis 1	2	3	4	5	6	7	8	9	10	11	12	13	14
							Lease yr 2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Stage Dimming System includes:						0													
5	Kleigl K96 Dimmer Banks	•																		
232	dual 2.4kW dimmer modules - stage	•																		
8	single 6kW dimmer modules - stage	•																		
6	Single 6kW dimmer modules - house	•																		
Lot	Strand Custom control modules to drive K9	•																		
Lot	spare dimmer modules, power supply, etc.	•																		
	Replacement Cost Total: (1)		$121,000.00	10	10	23	0	0	0	0	0	0	0	0	0	131,000	0	0	0	0
	House light controls:						0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	stations (booth, house, PCP, and balcony)	•					0	0	0	0	0	0	0	0	0	0	0	0	0	0
1	Houselight Control Module in Rack	•					0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Replacement Cost Total:		$3,400.00	10	10	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Stage lighting controls:						0	0	0	0	0	0	0	0	0	3,400	0	0	0	0
1	Strand Light Palette 90, incl Tower, Main	•					0	0	0	0	0	0	0	0	0	0	0	0	0	0
1	48 submaster outrigger	•					0	0	0	0	0	0	0	0	0	0	0	0	0	0
1	Hand held remote	•					0	0	0	0	0	0	0	0	0	0	0	0	0	0
1	Hand held remote (not functioning) designe	•					0	0	0	0	0	0	0	0	0	0	0	0	0	0
1	Dual remote monitor for ALD	•					0	0	0	0	0	0	0	0	0	0	0	0	0	0
1	Printer: Okidata Microline 182 Turbo	•					0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Replacement Cost Total: (2)		$100,000.00	3	6	8 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lot	**Stage Lighting Cables, two-fers and adapters:**						0	0	0	0	0	105,000	0	0	0	0	0	0	0	0
	per inventory from master electrician at top of 94-95 season						0	0	0	0	0	0	0	0	0	0	0	0	0	0
	264 stage cables, in lengths from 5' to 70', 107 two-fers, 30 adapters to and from edison						0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Replacement Cost Total:		$13,600.00	10	10	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lot	**Multi-conductor cables:**						0	0	0	0	0	0	0	0	0	13,600	0	0	0	0
	per inventory from master electrician at top of 94-95 season						0	0	0	0	0	0	0	0	0	0	0	0	0	0
	4 each, 50' four circuit, 12 gauge						0	0	0	0	0	0	0	0	0	0	0	0	0	0
	2 each, 50' six circuit, 12 gauge						0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Replacement Cost Total:		$5,200.00	5	5	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lot	**Stage Lighting Accessories (not counted):**						0	0	0	0	5,200	0	0	0	0	0	0	0	0	0
	Barndoors, Pattern holders, Spare Color Frames, Misc. Lighting Effects						0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Replacement Cost Total:		$10,000.00	10	10	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Cash Cost Allocated by Year through lease		$483,400.00				0	0	0	0	5,200	105,000	0	0	0	158,000	0	0	0	0

Note: Replacement costs are for equipment only and do not include installation

* Replacement cost based on current top-of-the-line technology from Colortran, Strand, or ETC

(1) Estimated Installation for New Dimming System: $10,000.00

(2) Estimated Installation for New Control System: $5,000.00

SEATTLE REP DIMMING CONTPOL INVENTORY

PNTAEST5.XLW
4/21/96

ADJ LIFE	LIFE New	cash flow basis	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
		Lease yr	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
			0																
10	10	23	0	0	0	0	0	0	0	0	0	131,000	0	0	0		0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	10	20	0	0	0	0	0	0	0	0	0	3,400	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	6	10	0	0	0	0	0	105,000	0	0	0	0	0	0	0	0	0	105,000	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	10	20	0	0	0	0	0	0	0	0	0	13,600	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	5	15	0	0	0	0	5,200	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	10	20	0	0	0	0	0	0	0	0	0	10,000	0	0	0	0	0	0	0
			0	0	0	0	5,200	105,000	0	0	0	158,000	0	0	0	0	0	105,000	0

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SEATTLE REP DIMMING CONTROL INVENTORY

QTY	DESCRIPTION	REPLACEMENT PRODUCT	COST	LIFE Rem.	ADJ LIFE	LIFE New	18	19	20	21	22	23	24	25	26	27	28	29
							19	20	21	22	23	24	25	26	27	28	29	30
Stage Dimming System Includes:																		
5	Kleigl K96 Dimmer Banks	*																
232	dual 2.4kW dimmer modules - stage	*																
8	single 6kW dimmer modules - stage	*																
6	Single 6kW dimmer modules - house	*																
Lot	Strand Custom control modules to drive K9	*																
Lot	spare dimmer modules, power supply, etc.	*																
Replacement Cost Total: (1)			$121,000.00	10	0	23	0	0	0	0	0	0	0	0	0	0	0	0
							0	0	0	0	0	0	0	0	0	0	0	0
House light controls:							0	0	0	0	0	0	0	0	0	0	0	0
4	stations (booth, house, PCP, and balcony)	*					0	0	0	0	0	0	0	0	0	0	0	0
1	Houselight Control Module in Rack	*					0	0	0	0	0	0	0	0	0	0	0	0
Replacement Cost Total:			$3,400.00	10	10	20	0	0	0	0	0	0	0	0	0	0	0	0
							0	0	0	0	0	0	0	0	0	0	0	0
Stage lighting controls:							0	0	0	0	0	0	0	0	0	0	0	0
1	Strand Light Palette 90, Incl. Tower, Main	*					0	0	0	0	0	0	0	0	0	0	0	0
1	48 submaster outrigger	*					0	0	0	0	0	0	0	0	0	0	0	0
1	Hand held remote	*					0	0	0	0	0	0	0	0	0	0	0	0
1	Hand held remote (not functioning) designo	*					0	0	0	0	0	0	0	0	0	0	0	0
1	Dual remote monitor for ALD	*					0	0	0	0	0	0	0	0	0	0	0	0
1	Printer: Okidata Microline 182 Turbo	*				8	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Cost Total: (2)			$100,000.00	3	6	10	0	0	0	0	0	0	0	0	105,000	0	0	0
							0	0	0	0	0	0	0	0	0	0	0	0
Lot	**Stage Lighting Cables, two-fers and adapters:**						0	0	0	0	0	0	0	0	0	0	0	0
	per inventory from master electrician at top of 94-95 season						0	0	0	0	0	0	0	0	0	0	0	0
	264 stage cables, in lengths from 5' to 70', 107 two-fers, 30 adapters to and from edison						0	0	0	0	0	0	0	0	0	0	0	0
Replacement Cost Total:			$13,600.00	10	10	20	0	0	0	0	0	0	0	0	0	0	0	0
							0	0	0	0	0	0	0	0	0	0	0	0
Lot	**Multi-conductor cables:**						0	0	0	0	0	0	0	0	0	0	0	0
	per inventory from master electrician at top of 94-95 season						0	0	0	0	0	0	0	0	0	0	0	0
	4 each, 50' four circuit, 12 gauge						0	0	0	0	0	0	0	0	0	0	0	0
	2 each, 50' six circuit, 12 gauge						0	0	0	0	0	0	0	0	0	0	0	0
Replacement Cost Total:			$5,200.00	5	5	15	0	0	5,200	0	0	0	0	0	0	0	0	0
							0	0	0	0	0	0	0	0	0	0	0	0
Lot	**Stage Lighting Accessories (not counted):**						0	0	0	0	0	0	0	0	0	0	0	0
	Barndoors, Pattern Holders, Spare Color Frames, Misc. Lighting Effects						0	0	0	0	0	0	0	0	0	0	0	0
Replacement Cost Total:			$10,000.00	10	10	20	0	0	0	0	0	0	0	0	0	0	0	0
Total Cash Cost Allocated by Year through lease			$48[illegible]				0	0	5,200	0	0	0	0	0	105,000	0	0	0

Note: Replacement costs are for equipment only and do not include installation.

* Replacement cost based on current top-of-the-line technology from Colortran, Strand, or ETC

(1) Estimated Installation for New Dimming System: $10,000.00

(2) Estimated Installation for New Control System: $5,000.00

SEATTLE REP DIMMING CONTROL INVENTORY

PNTAESTS.XLW
4/21/96

ADJ LIFE	LIFE New	18 19	19 20	20 21	21 22	22 23	23 24	24 25	25 26	26 27	27 28	28 29	29 30
10	10	23	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
10	10	20	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
		8	0	0	0	0	0	0	0	0	0	0	0
3	6	10	0	0	0	0	0	0	0	105,000	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	[illegible]	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
10	10	20	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
5	5	15	0	0	5,200	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	[illegible]	0	0
			0	0	0	0	0	0	0	0	0	0	0
10	10	20	0	0	0	0	0	0	0	0	0	0	0
			0	0	5,200	0	0	0	0	0	105,000	0	0	0

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

QTY	Item	DESCRIPTION Dimensions	Fabric	Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	Cash flow of replacement 1 Lease yr 2	2 3	3 4	4 5	5 6	6 7	7 8
Front Setting:																
1	Main Curtain	1 pair @ 64W x 32H	25oz. Velour	Custom	100%		2	2	15							
1	Main Valance	72W x 12H	25oz. Velour	Custom	100%		2	2	15							
Front Setting Total.						$11,385.00	2	2	15	0	11,385	0	0	0	0	0
Velour Borders & Legs:																
2	Borders	72W x 12H	25oz. Velour	Black	Flat		1-5	1-5	15							
1	Border	70W x 14H	25oz. Velour	Black	Flat		1-5	1-5	15							
6	Borders***	60W x 12H	25oz. Velour	Black	Flat		1-5	1-5	15							
8	Legs***	12W x 32H	25oz. Velour	Black	Flat		1-5	1-5	15							
8	Legs	9W x 32H	25oz. Velour	Black	Flat		1-5	1-5	15							
4	Legs	4W x 32H	25oz. Velour	Black	Flat		1-5	1-5	15							
Velour Borders & Legs Total:						$24,184.00	5	5	15	0	0	0	0	24,184	0	0
Velour Travelers:																
1	Traveler *	1 pair @ 48W x 26H	25oz. Velour	Red	100%	$4,891.00	15	15	15	0	0	0	0	0	0	0
1	Traveler	1 pair @ 62W x 32H	25oz. Velour	Black	Flat	$3,731.00	5	5	15	0	0	0	0	3,721	0	0
2	Travelers	2 pair @ 48W x 32H	25oz. Velour	Black	Flat	$5,683.00	5	5	15	0	0	0	0	5,683	0	0
Velour Travelers Total						$14,305.00										
						$14,305.00										
Misc. Non-Velour Curtains:																
1	Border	50W x 15H	Duvetyne	Black		$873.00	5	5	10	0	0	0	0	873	0	0
1	Cyclorama	100W x 30H	Leno Cloth	White	Flat	$6,190.00	7	7	10	0	0	0	0	0	0	6,190
1	Cyclorama	72W x 28H	Leno Cloth	Grey	Flat	$4,799.00	10	10	15	0	0	0	0	0	0	0
1	Cyclorama *	30W x 20W	Bobbinet	Ecru	Flat	$1,606.00	5	5	10	0	0	0	0	1,606	0	0
1	Scrim	72W x 30H	Sharkstooth	Grey	Flat	$3,639.00	0	1	10	3,639	0	0	0	0	0	0
1	Fire Curtain **	50W x 32H	Fiberglass **	Natural	Flat	$22,000.00	20	20	40	0	0	0	0	0	0	0
1	Star Drop	64W x 30H	Super Commando	Black	Flat	$13,100.00	15	15	20	0	0	0	0	0	0	0
Misc. Non-Velour Curtains Total:						$52,207.00				0	0	0	0	0	0	0
						$52,207.00				0	0	0	0	0	0	0
Heatstop Borders:										0	0	0	0	0	0	0
6	Heatstop Borders	20W x 26H	Heatstop	Black	Flat		10	10	25	0	0	0	0	0	0	0
12	Heatstop Borders	10'1"W x 26'H	Heatstop	Black	Flat		10	10	25	0	0	0	0	0	0	0
Heatstop Borders Total:						$2,463.00	10	10	25	0	0	0	0	0	0	0
										0	0	0	0	0	0	0
										0	0	0	0	0	0	0
Lot		**Soft Goods Total**				$104,544.00				0	0	0	0	0	0	0
										0	0	0	0	0	0	0
										0	0	0	0	0	0	0
Track:																
9	ADC #2800 track *	20'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	0
2	ADC #2800 track *	17'9"	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	0
2	ADC #1400 track *	20'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	0
1	ADC #1400 track *	[illegible]	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	0
1	Kirsch #9050 track *	13'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	0
Track Total:						$2,223.[illegible]	10	10	20	0	0	0	0	0	0	0
Total Cash Cost Allocated by Year through loans						$181,171.00				3,639	11,385	0	0	36,077	0	6,19

Note: Replacement costs are for equipment only, and do not include installation.

* These items were purchased for show-specific needs, and may or may not be used again.

** Existing curtain is asbestos. Replace with fiberglass if needed.

*** Recommend replacing one set (2 Legs and 1 Border) per year for four years. Cost per set $3370.00

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

PHAESTS.XLW
4/21/98

Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	Cash flow of replacement 1 Lease yr 2	2 3	3 4	4 5	5 6	6 7	7 8	8 9	9 10
Custom	100%		2	2	15									
Custom	100%		2	2	15									
		$11,385.00	2	2	15	0	11,385	0	0	0	0	0	0	0
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
		$24,184.00	5	5	15	0	0	0	0	24,184	0	0	0	0
Red	100%	$4,891.00	15	15	15	0	0	0	0	0	0	0	0	0
Black	Flat	$3,731.00	5	5	15	0	0	0	0	3,731	0	0	0	0
Black	Flat	$5,683.00	5	5	15	0	0	0	0	5,683	0	0	0	0
		$14,305.00												
		$14,305.00												
Black	Flat	$873.00	5	5	10	0	0	0	0	873	0	0	0	0
White	Flat	$6,190.00	7	7	10	0	0	0	0	0	0	6,190	0	0
Grey	Flat	$4,799.00	10	10	15	0	0	0	0	0	0	0	0	0
Ecru	Flat	$1,606.00	5	5	10	0	0	0	0	1,606	0	0	0	0
Grey	Flat	$3,639.00	0	1	10	3,639	0	0	0	0	0	0	0	0
Natural	Flat	$22,000.00	20	20	40	0	0	0	0	0	0	0	0	0
Black	Flat	$13,100.00	15	15	20	0	0	0	0	0	0	0	0	0
		$52,207.00				0	0	0	0	0	0	0	0	0
		$52,207.00				0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
Black	Flat		10	10	25	0	0	0	0	0	0	0	0	0
Black	Flat		10	10	25	0	0	0	0	0	0	0	0	0
		$2,463.00	10	10	25	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
		$104,544.00				0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
		$2,229.00	10	10	20	0	0	0	0	0	0	0	0	0
		$181,171.00				3,639	11,385	0	0	36,077	0	6,190	0	0

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SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

QTY	Item	DESCRIPTION Dimensions	Fabric	Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	10 11	11 12	12 13	13 14	14 15	15 16	16 17
Front Setting:																
1	Main Curtain	1 pair @ 64'W x 32'H	25oz. Velour	Custom	100%		2	2	15							
1	Main Valance	72'W x 12'H	25oz. Velour	Custom	100%		2	2	15							
Front Setting Total:						$11,385.00	2	2	15	0	0	0	0	0	0	0
Velour Borders & Legs:																
2	Borders	72'W x 12'H	25oz. Velour	Black	Flat		1-5	1-5	15							
1	Border	70'W x 14'H	25oz. Velour	Black	Flat		1-5	1-5	15							
6	Borders***	60'W x 12'H	25oz. Velour	Black	Flat		1-5	1-5	15							
8	Legs***	12'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15							
8	Legs	9'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15							
4	Legs	4'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15							
Velour Borders & Legs Total:						$24,184.00	5	5	15	0	0	0	0	0	0	0
Velour Travelers:																
1	Traveler *	1 pair @ 48'W x 26'H	25oz. Velour	Red	100%	$4,891.00	15	15	15	0	0	0	0	0	4,891	0
1	Traveler	1 pair @ 62'W x 32'H	25oz. Velour	Black	Flat	$3,731.00	5	5	15	0	0	0	0	0	0	0
2	Travelers	2 pair @ 48'W x 32'H	25oz. Velour	Black	Flat	$5,683.00	5	5	15	0	0	0	0	0	0	0
Velour Travelers Total:						$14,305.00										
						$14,305.00										
Misc. Non-Velour Curtains:																
1	Border	50'W x 15'H	Duvetyne	Black	Flat	$873.00	5	5	10	0	0	0	0	0	873	0
1	Cyclorama	100'W x 30'H	Leno Cloth	White	Flat	$6,190.00	7	7	10	0	0	0	0	0	0	0
1	Cyclorama	72'W x 28'H	Leno Cloth	Grey	Flat	$4,799.00	10	10	15	4,799	0	0	0	0	0	0
1	Cyclorama *	36'W x 20'W	Bobbinet	Ecru	Flat	$1,606.00	5	5	10	0	0	0	0	0	1,606	0
1	Scrim	72'W x 30'H	Sharkstooth	Grey	Flat	$3,639.00	0	1	10	0	3,639	0	0	0	0	0
1	Fire Curtain **	50'W x 32'H	Fiberglass **	Natural	Flat	$22,000.00	20	20	40	0	0	0	0	0	0	0
1	Star Drop	64'W x 30'H	Super Commando	Black	Flat	$13,100.00	15	15	20	0	0	0	0	0	13,100	0
Misc. Non-Velour Curtains Total:						$52,207.00				0	0	0	0	0	0	0
						$52,207.00				0	0	0	0	0	0	0
Heatstop Borders:										0	0	0	0	0	0	0
6	Heatstop Borders	20'W x 26'H	Heatstop	Black	Flat		10	10	25	0	0	0	0	0	0	0
12	Heatstop borders	10'1"W x 26'H	Heatstop	Black	Flat		10	10	25	0	0	0	0	0	0	0
Heatstop Borders Total:						$2,463.00	10	10	25	2,463	0	0	0	0	0	0
										0	0	0	0	0	0	0
										0	0	0	0	0	0	0
						$104,544.00				0	0	0	0	0	0	0
		Soft Goods Total								0	0	0	0	0	0	0
										0	0	0	0	0	0	0
Track:																
9	ADC #2800 track *	20'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	0
2	ADC #2800 track *	17'9"	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	0
2	ADC #1400 track *	20'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	0
1	ADC #1400 track *	12'6"	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	0
1	Rasch #3050 track *	13'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	0
Track Total:						$2,229.00	10	10	20	2,229	0	0	0	0	0	0
Total Cash Cost Allocated by Year through lease						$181,171.00				9,491	3,639	0	0	0	20,470	0

Note: Replacement costs are for equipment only, and do not include installation.

* These items were purchased for show-specific needs, and may or may not be used again.

** Existing curtain is asbestos. Replace with fiberglass if needed.

*** Recommend replacing one set (2 Legs and 1 Border) per year for four years. Cost per set $3370.00

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

PNTAESTG.XLW
4/21/98

Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	10 11	11 12	12 13	13 14	14 15	15 16	16 17	17 18	18 19
Custom	100%		2	2	15									
Custom	100%		2	2	15									
		$11,385.00	2	2	15	0	0	0	0	0	0	0	11,385	0
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
		[illegible]	5	5	15	0	0	0	0	0	0	0	0	0
Red	100%	$4,891.00	15	15	15	0	0	0	0	0	4,891	0	0	0
Black	Flat	$3,731.00	5	5	15	0	0	0	0	0	0	0	0	0
Black	Flat	$5,683.00	5	5	15	0	0	0	0	0	0	0	0	0
		$14,305.00												
		$14,305.00												
Black	Flat	$873.00	5	5	10	0	0	0	0	0	873	0	0	0
White	Flat	$6,190.00	7	7	10	0	0	0	0	0	0	0	6,190	0
Grey	Flat	$4,799.00	10	10	15	4,799	0	0	0	0	0	0	0	0
Ecru	Flat	$1,606.00	5	5	10	0	0	0	0	0	1,606	0	0	0
Grey	Flat	$3,639.00	0	1	10	0	3,639	0	0	0	0	0	0	0
Natural	Flat	$22,000.00	20	20	40	0	0	0	0	0	0	0	0	0
Black	Flat	$13,100.00	15	15	20	0	0	0	0	0	13,100	0	0	0
		$52,207.00				0	0	0	0	0	0	0	0	0
		$52,207.00				0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
Black	Flat		10	10	25	0	0	0	0	0	0	0	0	0
Black	Flat		10	10	25	0	0	0	0	0	0	0	0	0
		$2,463.00	10	10	25	2,463	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
		$104,544.00				0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
		$2,229.00	10	10	20	2,229	0	0	0	0	0	0	0	0
		$181,171.00				9,491	3,639	0	0	0	20,470	0	17,575	0

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

QTY	Item	DESCRIPTION Dimensions	Fabric	Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	19 20	20 21	21 22	22 23	23 24	24 25	25 26
Front Setting:																
1	Main Curtain	1 pair @ 64'W x 32'H	25oz. Velour	Custom	100%		2	2	15							
1	Main Valance	72'W x 12'H	25oz. Velour	Custom	100%		2	2	15							
Front Setting Total:						$11,385.00	2	2	15	0	0	0	0	0	0	
Velour Borders & Legs:																
2	Borders	72'W x 12'H	25oz. Velour	Black	Flat		1-5	1-5	15							
1	Border	70'W x 14'H	25oz. Velour	Black	Flat		1-5	1-5	15							
6	Borders***	60'W x 12'H	25oz. Velour	Black	Flat		1-5	1-5	15							
8	Legs***	12'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15							
8	Legs	9'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15							
4	Legs	4'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15							
Velour Borders & Legs Total:						$24,184.00	5	5	15	0	24,184	0	0	0	0	
Velour Travelers:																
1	Traveler *	1 pair @ 48'W x 26'H	25oz. Velour	Red	100%	$4,891.00	15	15	15	0	0	0	0	0	0	
1	Traveler	1 pair @ 62'W x 32'H	25oz. Velour	Black	Flat	$3,731.00	5	5	15	0	3,731	0	0	0	0	
2	Travelers	2 pair @ 48'W x 32'H	25oz. Velour	Black	Flat	$5,683.00	5	5	15	0	5,683	0	0	0	0	
Velour Travelers Total:						$14,305.00										
						$14,305.00										
Misc. Non-Velour Curtains:																
1	Border	50'W x 15'H	Duvetyne	Black	Flat	$873.00	5	5	10	0	0	0	0	0	0	
1	Cyclorama	100'W x 30'H	Leno Cloth	White	Flat	$6,199.00	7	7	10	0	0	0	0	0	0	
1	Cyclorama	72'W x 28'H	Leno Cloth	Grey	Flat	$4,799.00	10	10	15	0	0	0	0	0	0	
1	Cyclorama *	30'W x 20'W	Bobbinet	Ecru	Flat	$1,606.00	5	5	10	0	0	0	0	0	0	4,7
1	Scrim	72'W x 30'H	Sharkstooth	Grey	Flat	$3,639.00	0	1	10	0	0	3,639	0	0	0	1,6
1	Fire Curtain **	50'W x 32'H	Fiberglass **	Natural	Flat	$22,000.00	20	20	40	0	22,000	0	0	0	0	
1	Star Drop	64'W x 30'H	Super Commando	Black	Flat	$13,100.00	15	15	20	0	0	0	0	0	0	
Misc. Non-Velour Curtains Total:						$52,207.00				0	0	0	0	0	0	
						$52,207.00				0	0	0	0	0	0	
Heatstop Borders:										0	0	0	0	0	0	
6	Heatstop Borders	20'W x 2'6"H	Heatstop	Black	Flat		10	10	25	0	0	0	0	0	0	
12	Heatstop Borders	10'1"W x 2'6"H	Heatstop	Black	Flat		10	10	25	0	0	0	0	0	0	
Heatstop Borders Total:						$2,463.00	10	10	25	0	0	0	0	0	0	
										0	0	0	0	0	0	
										0	0	0	0	0	0	
Lot		Soft Goods Total				$104,544.00				0	0	0	0	0	0	
										0	0	0	0	0	0	
Track:										0	0	0	0	0	0	
9	ADC #2800 track *	20'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	
2	ADC #2800 track *	17'9"	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	
2	ADC #1400 track *	20'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	
1	ADC #1400 track *	12'6"	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	
1	Kirsch #5050 track *	13'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0	
Track Total:						$2,229.00	10	10	20	0	0	0	0	0	0	
Total Cash Cost Allocated by Year through lease						$181,171.00				0	55,598	3,639	0	0	0	7

Note: Replacement costs are for equipment only, and do not include installation.

* These items were purchased for show-specific needs, and may or may not be used again

** Existing curtain is asbestos. Replace with fiberglass if needed

*** Recommend replacing one set (2 Legs and 1 Border) per year for four years. Cost per set $3370.00

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

PRTACS15.XLW
4/21/96

Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	19 20	20 21	21 22	22 23	23 24	24 25	25 26	26 27	27 28
Custom	100%		2	2	15									
Custom	100%		2	2	15									
		$11,385.00	2	2	15	0	0	0	0	0	0	0	0	0
lack	Flat		1-5	1-5	15									
lack	Flat		1-5	1-5	15									
lack	Flat		1-5	1-5	15									
lack	Flat		1-5	1-5	15									
lack	Flat		1-5	1-5	15									
lack	Flat		1-5	1-5	15									
		$24,184.00	5	5	15	0	24,184	0	0	0	0	0	0	0
ed	100%	$4,891.00	15	15	15	0	0	0	0	0	0	0	0	0
lack	Flat	$3,731.00	5	5	15	0	3,731	0	0	0	0	0	0	0
lack	Flat	$5,683.00	5	5	15	0	5,683	0	0	0	0	0	0	0
		$14,307.00												
		$14,305.00												
lack	Flat	$873.00	5	5	10	0	0	0	0	0	0	873	0	0
hite	Flat	$6,190.00	7	7	10	0	0	0	0	0	0	0	0	6,190
rey	Flat	$4,799.00	10	10	15	0	0	0	0	0	0	4,799	0	0
ru	Flat	$1,606.00	5	5	10	0	0	0	0	0	0	1,606	0	0
rey	Flat	$3,639.00	0	1	10	0	0	3,639	0	0	0	0	0	0
atural	Flat	$22,000.00	20	20	40	0	22,000	0	0	0	0	0	0	0
lack	Flat	$13,100.00	15	15	20	0	0	0	0	0	0	0	0	0
		$52,207.00				0	0	0	0	0	0	0	0	0
		$52,207.00				0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
lack	Flat		10	10	25	0	0	0	0	0	0	0	0	0
lack	Flat		10	10	25	0	0	0	0	0	0	0	0	0
		$2,463.00	10	10	25	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
		$104,544.00				0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
		$2,229.00	10	10	20	0	0	0	0	0	0	0	0	0
		$181,171.00				0	55,598	3,639	0	0	0	7,278	0	6,190

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

QTY	Item	DESCRIPTION Dimensions	Fabric	Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	28 29	29 30
Front Setting:											
1	Main Curtain	1 pair @ 64W x 32H	25oz. Velour	Custom	100%		2	2	15		
1	Main Valance	72W x 12H	25oz. Velour	Custom	100%		2	2	15		
Front Setting Total:						$11,385.00	2	2	15	0	0
Velour Borders & Legs:											
2	Borders	72W x 12H	25oz. Velour	Black	Flat		1-5	1-5	15		
1	Border	70W x 14H	25oz. Velour	Black	Flat		1-5	1-5	15		
6	Borders***	60W x 12H	25oz. Velour	Black	Flat		1-5	1-5	15		
8	Legs***	12W x 32H	25oz. Velour	Black	Flat		1-5	1-5	15		
8	Legs	9W x 32H	25oz. Velour	Black	Flat		1-5	1-5	15		
4	Legs	4W x 32H	25oz. Velour	Black	Flat		1-5	1-5	15		
Velour Borders & Legs Total:						$24,184.00	5	5	15	0	0
Velour Travelers:											
1	Traveler *	1 pair @ 46W x 26H	25oz. Velour	Red	100%	$4,891.00	15	15	15	0	0
1	Traveler	1 pair @ 62W x 32H	25oz. Velour	Black	Flat	$3,731.00	5	5	15	0	0
2	Travelers	2 pair @ 48W x 32H	25oz. Velour	Black	Flat	$5,683.00	5	5	15	0	0
Velour Travelers Total:						$14,305.00					
						$14,305.00					
Misc. Non-Velour Curtains:											
1	Border	50W x 15H	Duvetyne	Black	Flat	$873.00	5	5	10	0	0
1	Cyclorama	100W x 30H	Leno Cloth	White	Flat	$6,190.00	7	7	10	0	0
1	Cyclorama	72W x 28H	Leno Cloth	Grey	Flat	$4,799.00	10	10	15	0	0
1	Cyclorama *	30W x 20W	Bobbinet	Ecru	Flat	$1,606.00	5	5	10	0	0
1	Scrim	72W x 30H	Sharkstooth	Grey	Flat	$3,639.00	0	1	10	0	0
1	Fire Curtain **	50W x 32H	Fiberglass **	Natural	Flat	$22,000.00	20	20	40	0	0
1	Star Drop	64W x 30H	Super Commando	Black	Flat	$13,100.00	15	15	20	0	0
Misc. Non-Velour Curtains Total:						$52,207.00				0	0
						$52,207.00				0	0
										0	0
Heatstop Borders:											
6	Heatstop Borders	20W x 2'6"H	Heatstop	Black	Flat		10	10	25	0	0
12	Heatstop Borders	10'1"W x 2'6"H	Heatstop	Black	Flat		10	10	25	0	0
Heatstop Borders Total:						$2,463.00	10	10	25	0	0
										0	0
						$104,544.00				0	0
Lot		Soft Goods Total								0	0
										0	0
										0	0
Track:											
9	ADC #2800 track *	20'	N/A	N/A	N/A		10	10	20	0	0
2	ADC #2800 track *	17'9"	N/A	N/A	N/A		10	10	20	0	0
2	ADC #1400 track *	20'	N/A	N/A	N/A		10	10	20	0	0
1	ADC #1400 track *	12'6"	N/A	N/A	N/A		10	10	20	0	0
1	Kirsch #9050 track *	13'	N/A	N/A	N/A		10	10	20	0	0
Track Total:						$2,229.00	10	10	20	0	0
Total Cash Cost Allocated by Year through lease						$181,171.00				0	0

Note: Replacement costs are for equipment only, and do not include installation.

* These items were purchased for show-specific needs, and may or may not be used again.

** Existing curtain is asbestos. Replace with fiberglass if needed.

*** Recommend replacing one set (2 Legs and 1 Border) per year for four years. Cost per set $3370.00

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

or	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	28 29	29 30
stom	100%		2	2	15		
stom	100%		2	2	15		
		$11,385.00	2	2	15	0	0
ack	Flat		1-5	1-5	15		
ack	Flat		1-5	1-5	15		
ack	Flat		1-5	1-5	15		
ack	Flat		1-5	1-5	15		
ack	Flat		1-5	1-5	15		
ack	Flat		1-5	1-5	15		
ack	Flat	$24,184.00	5	5	15	0	0
Red	100%	$4,891.00	15	15	15	0	0
Black	Flat	$3,731.00	5	5	15	0	0
Black	Flat	$5,683.00	5	5	15	0	0
		$14,305.00					
		$14,305.00					
Black	Flat	$873.00	5	5	10	0	0
White	Flat	$6,190.00	7	7	10	0	0
Grey	Flat	$4,799.00	10	10	15	0	0
Ecru	Flat	$1,606.00	5	5	10	0	0
Grey	Flat	$3,639.00	0	1	10	0	0
Natural	Flat	$22,600.00	20	20	40	0	0
Black	Flat	$13,100.00	15	15	20	0	0
		$52,207.00				0	0
		$52,207.00				0	0
						0	0
Black	Flat		10	10	25	0	0
Black	Flat		10	10	25	0	0
		$2,463.00	10	10	25	0	0
						0	0
						0	0
		$104,544.00				0	0
						0	0
						0	0
N/A	N/A		10	10	20	0	0
N/A	N/A		10	10	20	0	0
N/A	N/A		10	10	20	0	0
N/A	N/A		10	10	20	0	0
N/A	N/A		10	10	20	0	0
N/A	N/A	$2,229.00	10	10	20	0	0
		$181,171.00				0	0

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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SEATTLE REP STAGE FIXTURES INVENTORY

QTY	Brand	DESCRIPTION Item	Model#	Watts	REPLACEMENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	Cash flow replacement: 1	2	3	4	5	6
										Lease yr 2	3	4	5	6	7
Ellipsoidals:															
16	Altman	3.5 x 10	3.5 x 10	500	Altman 3.5Q, 3.5 x 10	$195.00	$3,120.00	5	15					3,120	
10	Strand Century	4.5 x 6	2204	750	50°, Colortran, Strand, or ETC	$300.00	$3,000.00	10	21						
32	Strand Century	6 x 9	2209	750	40°, Colortran, Strand, or ETC	$300.00	$9,600.00	10	21					4,935	
21	Altman	6 x 9	360Q6x9	750	same	$235.00	$4,935.00	5	15						
63	Strand Century	6 x 12	2212	750	30°, Colortran, Strand, or ETC	$300.00	$18,900.00	12	20					10,340	
44	Altman	6 x 12	360Q6x12	750	same	$235.00	$10,340.00	5	15						
53	Strand Century	6 x 16	2112	1000	20°, Colortran, Strand, or ETC	$300.00	$15,900.00	12	20					6,345	
27	Altman	6 x 16	360Q6x16	1000	same	$235.00	$6,345.00	5	15						
54	Strand Century	6 x 22	2212	1000	10° or 12 °, Colortran, Strand, or ETC	$450.00	$24,300.00	11	20						
8	Strand Century	8 x 9	1570	1000	none		$0.00	0	---						
4	Strand Century	10 x 23 (5°)	2123	1000	Colortran 650-085 or Strand 2123	$560.00	$2,240.00	2	20		2,240				
1	Altman	5° (10 x 24)	1KL10-5	1000	same	$530.00	$530.00	15	20						
Fresnels:															
15	Altman	3" Fresnel (Inky)	100	150	same	$87.00	$1,305.00	10	15						
7	LTM	3" Fresnel	Pepper100	150	same	$200.00	$1,400.00	10	15						
20	Strand Century	6" Fresnel	3380	1000	6" Fresnel, Colortran or Strand	$290.00	$5,800.00	15	20						
40	Strand Century	8" Fresnel	3480	2000	8" Fresnel, Colortran or Strand	$445.00	$17,800.00	15	20						
Cyclights:															
21	Strand Century	Ianiro, 3 cir	3468	1000 x 3	3 Light Far Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20						
21	Strand Century	Ianiro, 1 cir	3472	1000	1 Light Far Cyc, Colortran or Strand	$380.00	$7,980.00	11	20						
10	Altman	Striplight	R40, 6'	300w x 12	same	$480.00	$4,800.00	10	21						
Other:															
16	Strand Century	10" Beam Proj	4122	1000	Altman 660 10" Beam Projector	$175.00	$2,800.00	3	25			2,800			
65	Strand Century	PAR 64	4757	1000	same	$104.00	$6,760.00	15	20						
38	Altman	PAR 64	PAR64	1000	same	$95.00	$3,610.00	15	20						
Followspots:															
2	Strong	Followspot	CarbonArc SuperTrouper		Strong Xenon Super Trouper	$11,000.00	$22,000.00	2	15		22,000				
1	Strong	Followspot, parted out	Super Trouper		no need to replace		$0.00	0	15						
					Total Cash Cost Allocated by Year through lease		$249,055.00			0	24,240	2,800	0	24,740	

Note: Replacement cost includes lamp, color frame, stage pin connector, and pattern holder.

Note: Ellipsoidal Rem. Life does not take into account changing to new technology available, such as the Source 4.

Note: Replacement costs are for equipment only, and do not include installation.

SEATTLE REP STAGE FIXTURES INVENTORY

PNTAES15.XLW
4/21/96

T	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	Cash flow replacement 1 Lease yr 2	2 3	3 4	4 5	5 6	6 7	7 8	8 9	9 10
5 x 10	$195.00	$3,120.00	5	15					3,120				
Strand, or ETC	$300.00	$3,000.00	10	21									
Strand, or ETC	$300.00	$9,600.00	10	21									
	$235.00	$4,935.00	5	15					4,935				
Strand, or ETC	$300.00	$18,900.00	12	20									
	$235.00	$10,340.00	5	15					10,340				
Strand, or ETC	$300.00	$15,900.00	12	20									
	$235.00	$6,345.00	5	15					6,345				
lortran, Strand, or ETC	$450.00	$24,330.00	11	20									
		$0.00	0	---									
085 or Strand 2123	$560.00	$2,240.00	2	20		2,240							
	$530.00	$530.00	15	20									
	$87.00	$1,305.00	10	15									
	$200.00	$1,400.00	10	15									
lortran or Strand	$290.00	$5,800.00	15	20									
lortran or Strand	$445.00	$17,800.00	15	20									
yc, Colortran or Strand	$1,005.00	$21,105.00	11	20									
yc, Colortran or Strand	$380.00	$7,980.00	11	20									
	$480.00	$4,800.00	10	21									
0" Beam Projector	$175.00	$2,800.00	3	25			2,800						
	$104.00	$6,760.00	15	20									
	$95.00	$3,610.00	15	20									
n Super Trouper	$11,000.00	$22,000.00	2	15		22,000							
nplace		$0.00	0	15									
Year through lease		$249,655.00			0	24,240	2,800	0	24,740	0	0	0	0

ce 4.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

SEATTLE REP STAGE FIXTURES INVENTORY

QTY	Brand	DESCRIPTION Item	Model#	Watts	REPLACEMENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	10 11	11 12	12 13	13 14	14 15	15 16
Ellipsoidals:															
16	Altman	3.5 x 10	3.5 x 10	500	Altman 3.5Q, 3.5 x 10	$195.00	$3,120.00	5	15						
10	Strand Century	4.5 x 6	2204	750	50", Colortran, Strand, or ETC	$300.00	$3,000.00	10	21	3,000					
32	Strand Century	6 x 9	2209	750	40", Colortran, Strand, or ETC	$300.00	$9,600.00	10	21	9,600					
21	Altman	6 x 9	360Q6x9	750	same	$235.00	$4,935.00	5	15						
63	Strand Century	6 x 12	2212	750	30", Colortran, Strand, or ETC	$300.00	$18,900.00	12	20			18,900			
44	Altman	6 x 12	360Q6x12	750	same	$235.00	$10,340.00	5	15						
53	Strand Century	6 x 16	2112	1000	20", Colortran, Strand, or ETC	$300.00	$15,900.00	12	20			15,900			
27	Altman	6 x 16	360Q6x16	1000	same	$235.00	$6,345.00	5	15						
54	Strand Century	6 x 22	2212	1000	10" or 12", Colortran, Strand, or ETC	$450.00	$24,300.00	11	20		24,300				
8	Strand Century	8 x 9	1570	1000	none		$0.00	0	---						
4	Strand Century	10 x 23 (5")	2123	1000	Colortran 650-085 or Strand 2123	$560.00	$2,240.00	2	20						
1	Altman	5" (10 x 24)	1KL10-5	1000	same	$530.00	$530.00	15	20						530
Fresnels:															
15	Altman	3" Fresnel (Inky)	100	150	same	$87.00	$1,305.00	10	15	1,305					
7	LTM	3" Fresnel	Popper100	150	same	$200.00	$1,400.00	10	15	1,400					
20	Strand Century	6" Fresnel	3380	1000	6" Fresnel, Colortran or Strand	$290.00	$5,800.00	15							5,800
40	Strand Century	8" Fresnel	3480	2000	8" Fresnel, Colortran or Strand	$445.00	$17,800.00	15	20						17,800
Cyclights:															
21	Strand Century	Ianiro, 3 cir	3468	1000 x 3	3 Light Far Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20		21,105				
21	Strand Century	Ianiro, 1 cir	3472	1000	1 Light Far Cyc, Colortran or Strand	$380.00	$7,980.00	11	20			7,980			
10	Altman	Striplight	R40, 6'	300w x 12	same	$480.00	$4,800.00	10	21	4,800					
Other:															
16	Strand Century	10" Beam Proj	4122	1000	Altman 660 10" Beam Projector	$175.00	$2,800.00	3	25						
65	Strand Century	PAR 64	4757	1000	same	$104.00	$6,760.00	15	20						6,760
38	Altman	PAR 64	PAR64	1000	same	$95.00	$3,610.00	15	20						3,610
Followspots:															
2	Strong	Followspot	CarbonArc SuperTrouper		Strong Xenon Super Trouper	$11,000.00	$22,000.00	2	15						
1	Strong	Followspot, parted out	Super Trouper		no need to replace		$0.00	0	15						
					Total Cash Cost Allocated by Year through lease		$249,055.00			20,105	45,405	42,780	0	0	34,500

Note: Replacement cost includes lamp, color frame, stage pin connector, and pattern holder.

Note: Ellipsoidal Item. Life does not take into account changing to new technology available, such as the Source 4.

Note: Replacement costs are for equipment only, and do not include installation

SEATTLE REP STAGE FIXTURES INVENTORY

PRTAEST5.XLW
4/21/96

ENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	10 11	11 12	12 13	13 14	14 15	15 16	16 17	17 18	18 19
3.5 x 10	$195.00	$3,120.00	5	15									
n, Strand, or ETC	$300.00	$3,000.00	10	21	3,000								
n, Strand, or ETC	$300.00	$9,600.00	10	21	9,600								
	$235.00	$4,935.00	5	15									
n, Strand, or ETC	$300.00	$18,900.00	12	20			18,900						
	$235.00	$10,340.00	5	15									
n, Strand, or ETC	$300.00	$15,900.00	12	20			15,900						
	$235.00	$6,345.00	5	15									
Colortran, Strand, or ETC	$450.00	$24,300.00	11	20		24,300							
		$0.00	0	---									
0-085 or Strand 2123	$560.00	$2,240.00	2	20									
	$530.00	$530.00	15	20						530			
	$87.00	$1,305.00	10	15	1,305								
	$200.00	$1,400.00	10	15	1,400								
Colortran or Strand	$290.00	$5,800.00	15	20						5,800			
Colortran or Strand	$445.00	$17,800.00	15	20						17,800			
Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20		21,105							
Cyc, Colortran or Strand	$380.00	$7,980.00	11	20			7,980						
	$480.00	$4,800.00	10	21	4,800								
10" Beam Projector	$175.00	$2,800.00	3	25									
	$104.00	$6,760.00	15	20						6,760			
	$85.00	$3,610.00	15	20						3,610			
on Super Trouper	$11,000.00	$22,000.00	2	15								22,000	
replace		$0.00	0	15									
y Year through lease		$249,065.00			20,105	45,405	42,780	0	0	34,500	0	22,000	0

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SEATTLE REP STAGE FIXTURES INVENTORY

QTY	Brand	DESCRIPTION Item	Model#	Watts	REPLACEMENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	19 20	20 21	21 22	22 23	23 24
Ellipsoidals:														
16	Altman	3.5 x 10	3.5 x 10	500	Altman 3.5Q, 3.5 x 10	$195.00	$3,120.00	5	15		3,120			
10	Strand Century	4.5 x 6	2204	750	50°, Colortran, Strand, or ETC	$300.00	$3,000.00	10	21					
32	Strand Century	6 x 9	2209	750	40°, Colortran, Strand, or ETC	$300.00	$9,600.00	10	21					
21	Altman	6 x 9	360Q6x9	750	same	$235.00	$4,935.00	5	15		4,935			
63	Strand Century	6 x 12	2212	750	30°, Colortran, Strand, or ETC	$300.00	$18,900.00	12	20					
44	Altman	6 x 12	360Q6x12	750	same	$235.00	$10,340.00	5	15		10,340			
53	Strand Century	6 x 16	2112	1000	20°, Colortran, Strand, or ETC	$300.00	$15,900.00	12	20					
27	Altman	6 x 16	360Q6x16	1000	same	$235.00	$6,345.00	5	15		6,345			
54	Strand Century	6 x 22	2212	1000	10° or 12°, Colortran, Strand, or ETC	$450.00	$24,300.00	11	20					
8	Strand Century	8 x 9	1570	1000	none		$0.00	0	---					
4	Strand Century	10 x 23 (5°)	2123	1000	Colortran 650-085 or Strand 2123	$560.00	$2,240.00	2	20				2,240	
1	Altman	5° (10 x 24)	1KL10-5	1000	same	$530.00	$530.00	15	20					
Fresnels:														
15	Altman	3" Fresnel (Inky)	100	150	same	$87.00	$1,305.00	10	15					
7	LTM	3" Fresnel	Pepper100	150	same	$200.00	$1,400.00	10	15					
20	Strand Century	6" Fresnel	3380	1000	6" Fresnel, Colortran or Strand	$290.00	$5,800.00	15	20					
40	Strand Century	8" Fresnel	3480	2000	8" Fresnel, Colortran or Strand	$445.00	$17,800.00	15	20					
Cyclights:														
21	Strand Century	Ianiro, 3 cir	3468	1000 x 3	3 Light Far Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20					
21	Strand Century	Ianiro, 1 cir	3472	1000	1 Light Far Cyc, Colortran or Strand	$380.00	$7,980.00	11	20					
10	Altman	Striplight	R40, 6'	300w x 12	same	$460.00	$4,600.00	10	21					
Other:														
16	Strand Century	10° Beam Proj	4122	1000	Altman 650 10° Beam Projector	$175.00	$2,800.00	3	25					
65	Strand Century	PAR 64	4757	1000	same	$104.00	$6,760.00	15	20					
38	Altman	PAR 64	PAR64	1000	same	$95.00	$3,610.00	15	20					
Followspots:														
2	Strong	Followspot	CarbonArc SuperTrouper		Strong Xenon Super Trouper	$11,000.00	$22,000.00	2	15					
1	Strong	Followspot, parted out	Super Trouper		no need to replace		$0.00	0	15					
					Total Cash Cost Allocated by Year through lease		$249,055.00			0	24,740	0	2,240	

Note: Replacement cost includes lamp, color frame, stage pin connector, and pattern holder.

Note: Ellipsoidal Rom. Life does not take into account changing to new technology available, such as the Source 4.

Note: Replacement costs are for equipment only, and do not include installation.

SEATTLE REP STAGE FIXTURES INVENTORY

PNTAEST5.XLW
4/21/96

NT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	19 20	20 21	21 22	22 23	23 24	24 25	25 26	26 27	27 28
3.5 x 10	$195.00	$3,120.00	5	15		3,120							
, Strand, or ETC	$300.00	$3,000.00	10	21									
, Strand, or ETC	$300.00	$9,600.00	10	21									
	$235.00	$4,935.00	5	15		4,935							
, Strand, or ETC	$300.00	$18,900.00	12	20									
	$235.00	$10,340.00	5	15		10,340							
, Strand, or ETC	$300.00	$15,900.00	12	20									
	$235.00	$6,345.00	5	15		6,345							
Colortran, Strand, or ETC	$450.00	$24,300.00	11	20									
		$0.00	0	---									
0-085 or Strand 2123	$560.00	$2,240.00	2	20				2,240					
	$530.00	$530.00	15	20									
	$67.00	$1,305.00	10	15							1,305		
	$200.00	$1,400.00	10	15							1,400		
Colortran or Strand	$290.00	$5,800.00	15	20									
Colortran or Strand	$445.00	$17,800.00	15	20									
Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20									
Cyc, Colortran or Strand	$380.00	$7,980.00	11	20									
	$480.00	$4,800.00	10	21									
10" Beam Projector	$175.00	$2,800.00	3	25									
	$104.00	$6,760.00	15	20									
	$95.00	$3,610.00	15	20									
on Super Trouper	$11,000.00	$22,000.00	2	15									
replace		$0.00	0	15									
y Year through lease		$249,055.00			0	24,740	0	2,240	0	0	2,705	0	0

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SEATTLE REP STAGE FIXTURES INVENTORY

QTY	Brand	DESCRIPTION Item	Model#	Watts	REPLACEMENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	28 29	29 30
Ellipsoidals:											
16	Altman	3.5 x 10	3.5 x 10	500	Altman 3.5Q, 3.5 x 10	$195.00	$3,120.00	5	15		
10	Strand Century	4.5 x 6	2204	750	50°, Colortran, Strand or ETC	$300.00	$3,000.00	10	21		
32	Strand Century	6 x 9	2209	750	40°, Colortran, Strand, or ETC	$300.00	$9,600.00	10	21		
21	Altman	6 x 9	360Q6x9	750	same	$235.00	$4,935.00	5	15		
63	Strand Century	6 x 12	2212	750	30°, Colortran, Strand, or ETC	$300.00	$18,900.00	12	20		
44	Altman	6 x 12	360Q6x12	750	same	$235.00	$10,340.00	5	15		
53	Strand Century	6 x 16	2112	1000	20°, Colortran, Strand, or ETC	$300.00	$15,900.00	12	20		
27	Altman	6 x 16	360Q6x16	1000	same	$235.00	$6,345.00	5	15		
54	Strand Century	6 x 22	2212	1000	10° or 12°, Colortran, Strand, or ETC	$450.00	$24,300.00	11	20		
8	Strand Century	8 x 9	1570	1000	none		$0.00	6	---		
4	Strand Century	10 x 23 (5°)	2123	1000	Colortran 650-085 or Strand 2123	$560.00	$2,240.00	2	20		
1	Altman	5° (10 x 24)	1KL10-5	1000	same	$530.00	$530.00	15	20		
Fresnels:											
15	Altman	3" Fresnel (Inky)	100	150	same	$87.00	$1,305.00	10	15		
7	LTM	3" Fresnel	Pepper100	150	same	$200.00	$1,400.00	10	15		
20	Strand Century	6" Fresnel	3380	1000	6" Fresnel, Colortran or Strand	$290.00	$5,800.00	15	20		
40	Strand Century	8" Fresnel	3480	2000	8" Fresnel, Colortran or Strand	$445.00	$17,800.00	15	20		
Cyclights:											
21	Strand Century	Ianiro, 3 cir	3468	1000 x 3	3 Light Far Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20		
21	Strand Century	Ianiro, 1 cir	3472	1000	1 Light Far Cyc, Colortran or Strand	$380.00	$7,980.00	11	20		
10	Altman	Striplight	R40, 6'	200w x 12	same	$480.00	$4,800.00	10	21		
Other:											
16	Strand Century	10" Beam Proj	4122	1000	Altman 660 10" Beam Projector	$175.00	$2,800.00	3	25	2,800	
65	Strand Century	PAR 64	4757	1000	same	$104.00	$6,760.00	15	20		
38	Altman	PAR 64	PAR64	1000	same	$95.00	$3,610.00	15	20		
Followspots:											
2	Strong	Followspot	CarbonArc SuperTrouper		Strong Xenon Super Trouper	$11,000.00	$22,000.00	2	15		
1	Strong	Followspot, parted out	Super Trouper		no need to replace		$0.00	0	15		
					Total Cash Cost Allocated by Year through lease		**$249,055.00**			2,800	0

Note: Replacement cost includes lamp, color frame, stage pin connector, and pattern holder.

Note: Ellipsoidal Rem. Life does not take into account changing to new technology available, such as the Source 4.

Note: Replacement costs are for equipment only, and do not include installation.

SEATTLE REP STAGE FIXTURES INVENTORY

IT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	28 29	29 30
.5 x 10	$195.00	$3,120.00	5	15		
Strand, or ETC	$300.00	$3,000.00	10	21		
Strand, or ETC	$300.00	$9,600.00	10	21		
	$235.00	$4,935.00	5	15		
Strand, or ETC	$300.00	$18,900.00	12	20		
	$235.00	$10,340.00	5	15		
Strand, or ETC	$300.00	$15,900.00	12	20		
	$235.00	$8,345.00	5	15		
lortran, Strand, or ETC	$450.00	$24,300.00	11	20		
		$0.00	0	---		
055 or Strand 2123	$560.00	$2,240.00	2	20		
	$530.00	$530.00	15	20		
	$87.00	$1,305.00	10	15		
	$200.00	$1,400.00	10	15		
lortran or Strand	$290.00	$5,800.00	15	20		
lortran or Strand	$445.00	$17,800.00	15	20		
c, Colortran or Strand	$1,005.00	$21,105.00	11	20		
c, Colortran or Strand	$380.00	$7,980.00	11	20		
	$480.00	$4,800.00	10	21		
" Beam Projector	$175.00	$2,800.00	3	25	2,800	
	$104.00	$6,760.00	15	20		
	$95.00	$3,610.00	15	20		
Super Trouper	$11,000.00	$22,000.00	2	15		
place		$0.00	0			
Year through lease		$249,055.00			2,800	0

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SEATTLE REP RIGGING SYSTEMS INVENTORY

QTY	Brand	Item	DESCRIPTION Model#	Notes	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1 Lease yr 2	2 3	3 4	4 5	5 6
Line Sets:														
2	Secoa	Locking Rails	Clancy 11-538R6	1 - SR at stage level, 1 - short floor	$2,542.00	$5,084.00	17	17	30	0	0	0	0	
65	Secoa	Head Blocks	Clancy OIR81255	steel w/ 8 - 1/4" grooves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	0	0	0	
325	Secoa	Loft Blocks	Clancy 2NC10819	8" steel, 2 mounted on turntable mule block	$78.00	$25,350.00	7	7	21	0	0	0	0	
674	Secoa	Idler Blocks	Clancy Idlers	4" plastic sheaves	$13.27	$8,950.00	7	7	20	0	0	0	0	
65	Secoa	Arbors	Clancy 07-15x9	8' 6" long most are 6" O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	0	
65	Secoa	Tension Blocks	Clancy 06-1215R	12" steel grooved for 3/4"	$240.00	$15,600.00	7	7	21	0	0	0	0	
130	Secoa	Rope Locks	Clancy 10-533P	3 spare, 65 per rail, vinyl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	0	
65 sets	Secoa	Liftlines	Clancy 1/4 7x19	1/4" 7x19 galv. wire rope approximately 650' per set	$0.20	$8,450.00	1	1	10	8,450	0	0	0	
60	Secoa	Operating Lines	Clancy 3/4" Manila	60 are 3/4" hemp	$63.00	$3,780.00	0	1	5	3,780	0	0	0	
5	Secoa	Operating Lines	Clancy 3/4" Multiline II	5 are synthetic	$107.80	$539.00	8	8	10	0	0	0	0	
41	Secoa	Pipe Battens	Tsubota	1 1/4" sch 40 pipe with pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	0	
15	Secoa	Segmented Truss Battens	Universal	3 -13' sections per batten (20 purchased ???)	$528.00	$7,920.00	17	17	30	0	0	0	0	
5	Secoa	Electrics Battens	Tsubota	2 pipes per with electric raceway	$170.00	$850.00	17	17	30	0	0	0	0	
no count	Secoa	Counterweights					20	20	30	0	0	0	0	
1	Secoa	Fire Curtain Rigging	Secoa	Secoa price 5/3/95 with Install		$22,830.00	20	20	30	0	0	0	0	
										0	0	0	0	
Spare Rigging for Customization:										0	0	0	0	
93	Secoa	Mule Blocks	Clancy 52C20812	8" steel grooved for 1 - 1/4"	$185.00	$17,205.00	7	10	21	0	0	0	0	
33	Secoa	Loft Blocks	Clancy 2NC10819	8" steel	$78.00	$2,574.00	7	10	21	0	0	0	0	
12	Secoa	Repeline headblocks	Clancy	8" steel grooved for 3 - 3/4"	$149.00	$1,788.00	7	10	21	0	0	0	0	
52	Secoa	Repeline loft blocks	Clancy 2CC-10819	8" steel grooved for 1 - 3/4"	$74.00	$3,848.00	7	10	21	0	0	0	0	
2	Secoa	Spot Winches	Clancy 18-4		$1,310.00	$2,620.00	7	7	20	0	0	0	0	
6	Secoa	Tab Winches	Secoa - custom	Secoa price 5/3/95 with Install		$43,000.00	12	12	25	0	0	0	0	
1	Secoa	Bull Winch	Secoa - custom	Secoa did not price this item			15	15	20	0	0	0	0	
1	Secoa	Motor Cont of Center	Secoa - custom	Secoa price 5/3/95 with Install		$45,000.00	7	10	21	0	0	0	0	
										0	0	0	0	
Accessories (Consumables):										0	0	0	0	
no count		Trim clamps		none found at this time						0	0	0	0	
no count		Misc. Hardware								0	0	0	0	
no count		Misc. Pipe								0	0	0	0	
no count		Rope line (hemp)								0	0	0	0	
14		100# Sandbags	Rosco #1100		$46.00	$644.00		10	10	0	0	0	0	
4		50# Sandbags	Rosco #1050		$32.00	$128.00		10	10	0	0	0	0	
15		25# Sandbags	Rosco #1025		$24.50	$367.50		10	10	0	0	0	0	
										0	0	0	0	
				Total Cash Cost Allocated by Year through lease		316,546				12,230	0	0	0	

Estimated cost to replace entire rigging package, per original specs, with install, from Secoa on 5/3/95: $525,000.00 - $600,000.00

Note: Costs are for hardware only, and do not include installation unless noted.

SEATTLE REP RIGGING SYSTEMS INVENTORY

PNTAEST5.XLW
4/21/96

	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1 Lease yr 2	2 3	3 4	4 5	5 6	6 7	7 8	8 9
- Short floor	$2,542.00	$5,084.00	17	17	30	0	0	0	0	0	0	0	0
s and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	0	0	0	0	0	0	0
turntable mule block	$78.00	$25,350.00	7	7	21	0	0	0	0	0	0	0	0
	$13.27	$8,950.00	7	7	20	0	0	0	0	0	0	8,950	0
O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	0	0	0	0	0
/4"	$240.00	$15,000.00	7	7	21	0	0	0	0	0	0	0	0
yl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	0	0	0	0	0
pe approximately 650' per set	$0.20	$8,450.00	1	1	10	8,450	0	0	0	0	0	0	0
	$63.00	$3,780.00	0	1	5	3,780	0	0	0	0	3,780	0	0
	$107.80	$539.00	8	8	10	0	0	0	0	0	0	0	539
pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	0	0	0	0	0
ten (20 purchased ???)	$528.00	$7,920.00	17	17	30	0	0	0	0	0	0	0	0
c raceway	$170.00	$850.00	17	17	30	0	0	0	0	0	0	0	0
			20	20	30	0	0	0	0	0	0	0	0
t Install		$22,830.00	20	20	30	0	0	[illegible]	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
- 1/4"	$185.00	$17,205.00	7	10	21	0	0	0	0	0	0	0	0
	$78.00	$2,574.00	7	10	21	0	0	0	0	0	0	0	0
- 3/4"	$149.00	$1,788.00	7	10	21	0	0	0	0	0	0	0	0
- 3/4"	$74.00	$3,848.00	7	10	21	0	0	0	0	0	0	0	0
	$1,310.00	$2,620.00	7	7	20	0	0	0	0	0	0	2,620	0
th Install		$43,000.00	12	12	25	0	0	0	0	0	0	0	0
s Item			15	15	20	0	0	0	0	0	0	0	0
th Install		$45,000.00	7	10	21	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
e						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
	$46.00	$644.00		10	10	0	0	0	0	0	0	0	0
	$32.00	$128.00		10	10	0	0	0	0	0	0	0	0
	$24.50	$367.50		10	10	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
ocated by Year through lease		316,646				12,230	0	0	0	0	3,780	11,570	539

$525,000.00 - $600,000.00

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

SEATTLE REP RIGGING SYSTEMS INVENTORY

QTY	Brand	Item	DESCRIPTION Model#	Notes	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	9	10	11	12	13	14
										10	11	12	13	14	15
Line Sets:															
2	Secoa	Locking Rails	Clancy 11-538R6	1 - SR at stage level, 1 - short floor	$2,542.00	$5,084.00	17	17	30	0	0	0	0	0	
65	Secoa	Head Blocks	Clancy OIRB1255	steel w/ 8 - 1/4" grooves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	24,180	0	0	0	
325	Secoa	Loft Blocks	Clancy 2NC10819	8" steel, 2 mounted on turntable mule block	$78.00	$25,350.00	7	7	21	0	25,350	0	0	0	
574	Secoa	Idler Blocks	Clancy Idlers	4" plastic sheaves	$13.27	$8,950.00	7	7	20	0	0	0	0	0	
65	Secoa	Arbors	Clancy 07-15x9	6' 6" long most are 6" O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	14,625	0	
65	Secoa	Tension Blocks	Clancy 06-1215R	12" steel grooved for 3/4"	$240.00	$15,000.00	7	7	21	0	15,000	0	0	0	
130	Secoa	Rope Locks	Clancy 10-533P	3 spare, 65 per rail, vinyl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	8,840	0	
65 sets	Secoa	Liftlines	Clancy 1/4 7x19	1/4" 7x19 galv. wire rope approximately 650' per set	$0.20	$8,450.00	1	1	10	0	0	8,450	0	0	
60	Secoa	Operating Lines	Clancy 3/4" Manila	60 are 3/4" hemp	$63.00	$3,780.00	0	1	5	0	0	3,780	0	0	
5	Secoa	Operating Lines	Clancy 3/4" Multiline II	5 are synthetic	$107.80	$539.00	8	8	10	0	0	0	0	0	
41	Secoa	Pipe Battens	Tsubota	1 1/4" sch 40 pipe with pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	3,485	0	
15	Secoa	Segmented Truss Battens	Universal	3 -13' sections per batten (20 purchased ???)	$528.00	$7,920.00	17	17	30	0	0	0	0	0	
5	Secoa	Electrics Battens	Tsubota	2 pipes per with electric raceway	$170.00	$850.00	17	17	30	0	0	0	0	0	
no count	Secoa	Counterweights					20	20	30	0	0	0	0	0	
1	Secoa	Fire Curtain Rigging	Secoa	Secoa price 5/3/95 with install		$22,830.00	20	20	30	0	0	0	0	0	
										0	0	0	0	0	
Spare Rigging for Customization:										0	0	0	0	0	
93	Secoa	Mule Blocks	Clancy 52C20812	8" steel grooved for 1 - 1/4"	$185.00	$17,205.00	7	10	21	0	17,205	0	0	0	
33	Secoa	Loft Blocks	Clancy 2NC10819	8" steel	$78.00	$2,574.00	7	10	21	0	2,574	0	0	0	
12	Secoa	Ropeline headblocks	Clancy	8" steel grooved for 3 - 3/4"	$149.00	$1,788.00	7	10	21	0	1,788	0	0	0	
52	Secoa	Ropeline loft blocks	Clancy 2CC-10819	8" steel grooved for 1 - 3/4"	$74.00	$3,848.00	7	10	21	0	3,848	0	0	0	
2	Secoa	Spot Winches	Clancy 18-4		$1,310.00	$2,620.00	7	7	20	0	0	0	0	0	
6	Secoa	Tab Winches	Secoa - custom	Secoa price 5/3/95 with install		$43,000.00	12	12	25	0	0	0	43,000	0	
1	Secoa	Bull Winch	Secoa - custom	Secoa did not price this item			15	15	20	0	0	0	0	0	
1	Secoa	Motor Control Center	Secoa - custom	Secoa price 5/3/95 with install		$45,000.00	7	10	21	0	45,000	0	0	0	
										0	0	0	0	0	
Accessories (Consumables):										0	0	0	0	0	
no count		Tram clamps		none found at this time						0	0	0	0	0	
no count		Misc. Hardware								0	0	0	0	0	
no count		Misc. Pipe								0	0	0	0	0	
no count		Rope line (hemp)								0	0	0	0	0	
14		100# Sandbags	Rosco #1100		$46.00	$644.00		10	10	0	644	0	0	0	
4		50# Sandbags	Rosco #1050		$32.00	$128.00		10	10	0	128	0	0	0	
15		25# Sandbags	Rosco #1025		$24.50	$367.50		10	10	0	368	0	0	0	
										0	0	0	0	0	
				Total Cash Cost Allocated by Year through lease		316,645				0	136,085	12,230	69,950	0	

Estimated cost to replace entire rigging package, per original specs, with install, from Secoa on 5/3/95: $525,000.00 - $600,000.00

Note: Costs are for hardware only, and do not include installation unless noted.

SEATTLE REP RIGGING SYSTEMS INVENTORY

PINTAEST5.XLW
4/21/96

	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	9 10	10 11	11 12	12 13	13 14	14 15	15 16	16 17
short floor	$2,542.00	$5,084.00	17	17	30	0	0	0	0	0	0	0	0
and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	24,180	0	0	0	0	0	0
rntable mule block	$78.00	$25,350.00	7	7	21	0	25,350	0	0	0	0	0	0
	$13.27	$8,950.00	7	7	20	0	0	0	0	0	0	0	0
C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	14,625	0	0	0	0
	$240.00	$15,000.00	7	7	21	0	15,000	0	0	0	0	0	0
coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	8,840	0	0	0	0
approximately 650' per set	$0.20	$8,450.00	1	1	13	0	0	8,450	0	0	0	0	0
	$63.00	$3,780.00	0	1	5	0	0	3,780	0	0	0	0	3,780
	$107.80	$539.00	8	8	10	0	0	0	0	0	0	0	0
ipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	3,485	0	0	0	0
n (20 purchased ???)	$528.00	$7,920.00	17	17	30	0	0	0	0	0	0	0	0
aceway	$170.00	$850.00	17	17	30	0	0	0	0	0	0	0	0
			20	20	30	0	0	0	0	0	0	0	0
nstall		$22,830.00	20	20	30	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
/4"	$165.00	$17,205.00	7	10	21	0	17,205	0	0	0	0	0	0
	$78.00	$2,574.00	7	10	21	0	2,574	0	0	0	0	0	0
/4"	$149.00	$1,788.00	7	10	21	0	1,788	0	0	0	0	0	0
/4"	$74.00	$3,848.00	7	10	21	0	3,848	0	0	0	0	0	0
	$1,310.00	$2,620.00	7	7	20	0	0	0	0	0	0	0	0
nstall		$43,000.00	12	12	25	0	0	0	43,000	0	0	0	0
tem			15	15	20	0	0	0	0	0	0	0	0
nstall		$45,000.00	7	10	21	0	45,000	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0		0	0	0
						0	0	0	0		0	0	0
						0	0	0	0	0	0	0	0
	$46.00	$644.00		10	10	0	644	0	0	0	0	0	0
	$32.00	$128.00		10	10	0	128	0	0	0	0	0	0
	$24.50	$367.50		10	10	0	368	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
ted by Year through lease		316,645				0	136,085	12,230	69,950	0	0	0	3,780

$5,000.00 - $600,000.00

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SEATTLE REP RIGGING SYSTEMS INVENTORY

QTY Brand	Item	DESCRIPTION Model#	Notes	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	17 18	18 19	19 20	20 21	21 22
Line Sets:													
2 Secoa	Locking Rails	Clancy 11-538R6	1 - SR at stage level, 1 - short floor	$2,542.00	$5,084.00	17	17	30	5,084	0	0	0	0
65 Secoa	Head Blocks	Clancy OIR81255	steel w/ 8 - 1/4" grooves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	0	0	0	0
325 Secoa	Loft Blocks	Clancy 2NC10819	8" steel, 2 mounted on turntable mule block	$78.00	$25,350.00	7	7	21	0	0	0	0	0
674 Secoa	Idler Blocks	Clancy Idlers	4" plastic sheaves	$13.27	$8,950.00	7	7	20	0	0	0	0	0
65 Secoa	Arbors	Clancy 07-15x9	8' 6" long most are 6" O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	0	0
65 Secoa	Tension Blocks	Clancy 06-1215R	12" steel grooved for 3/4"	$240.00	$15,000.00	7	7	21	0	0	0	0	0
130 Secoa	Rope Locks	Clancy 10-533P	3 spare, 65 per rail, vinyl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	0	0
65 sets Secoa	Litlines	Clancy 1/4 7x19	1/4" 7x19 galv. wire rope approximately 650' per set	$0.20	$8,450.00	1	1	10	0	0	0	0	8,450
60 Secoa	Operating Lines	Clancy 3/4" Manila	60 are 3/4" hemp	$63.00	$3,780.00	0	1	5	0	0	0	0	3,780
5 Secoa	Operating Lines	Clancy 3/4" Multiline II	5 are synthetic	$107.80	$539.00	8	8	10	0	539	0	0	0
41 Secoa	Pipe Battens	Tsubota	1 1/4" sch 40 pipe with pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	0	0
15 Secoa	Segmented Truss Battens	Universal	3 -13' sections per batten (20 purchased ???)	$528.00	$7,920.00	17	17	30	7,920	0	0	0	0
5 Secoa	Electrics Battens	Tsubota	2 pipes per with electric raceway	$170.00	$850.00	17	17	30	850	0	0	0	0
no count Secoa	Counter weights					20	20	30	0	0	0	0	0
1 Secoa	Fire Curtain Rigging	Secoa	Secoa price 5/3/95 with Install		$22,830.00	20	20	30	0	0	0	22,830	0
									0	0	0	0	0
									0	0	0	0	0
Spare Rigging for Customization:													
93 Secoa	Mule Blocks	Clancy 52C20812	8" steel grooved for 1 - 1/4"	$185.00	$17,205.00	7	10	21	0	0	0	0	0
33 Secoa	Loft Blocks	Clancy 2NC10819	8" steel	$78.00	$2,574.00	7	10	21	0	0	0	0	0
12 Secoa	Ropeline headblocks	Clancy	8" steel grooved for 3 - 3/4"	$149.00	$1,788.00	7	10	21	0	0	0	0	0
52 Secoa	Ropeline loft blocks	Clancy 2CC-10819	8" steel grooved for 1 - 3/4"	$74.00	$3,848.00	7	10	21	0	0	0	0	0
2 Secoa	Spot Winches	Clancy 18-4		$1,310.00	$2,620.00	7	7	20	0	0	0	0	0
6 Secoa	Tab Winches	Secoa - custom	Secoa price 5/3/95 with Install		$45,000.00	12	12	25	0	0	0	0	0
1 Secoa	Bull Winch	Secoa - custom	Secoa did not price this item			15	15	20	0	0	0	0	0
1 Secoa	Motor Control Center	Secoa - custom	Secoa price 5/3/95 with Install		$45,000.00	7	10	21	0	0	0	0	0
									0	0	0	0	0
									0	0	0	0	0
Accessories (Consumables):									0	0	0	0	0
no count	Trim clamps		none found at this time						0	0	0	0	0
no count	Misc. Hardware								0	0	0	0	0
no count	Misc. Pipe								0	0	0	0	0
no count	Rope line (hemp)								0	0	0	0	0
14	100# Sandbags	Rosco #1100		$46.00	$644.00		10	10	0	0	0	644	0
4	50# Sandbags	Rosco #1050		$32.00	$128.00		10	10	0	0	0	128	0
15	25# Sandbags	Rosco #1025		$24.50	$367.50		10	10	0	0	0	368	0
									0	0	0	0	0
			Total Cash Cost Allocated by Year through lease		316,645				13,854	539	0	23,979	12,230

Estimated cost to replace entire rigging package, per original specs, with install, from Secoa on 5/3/95: $525,000.00 - $600,000.00

Note Costs are for hardware only, and do not include installation unless noted.

SEATTLE REP RIGGING SYSTEMS INVENTORY

PNTAESTS.XLW
4/21/96

	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	17 18	18 19	19 20	20 21	21 22	22 23	23 24	24 25
- short floor	$2 542.00	$5,084 00	17	17	30	5,084	0	0	0	0	0	0	0
s and 1 - 3/4" groove	$372 00	$24,180.00	7	7	21	0	0	0	0	0	0	0	0
umtable mule block	$78.00	$25,350 00	7	7	21	0	0	0	0	0	0	0	0
	$13.27	$8,950.00	7	7	20	0	0	0	0	0	0	0	0
.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	0	0	0	0	0
4"	$240.00	$15,000 00	7	7	21	0	0	0	0	0	0	0	0
yl coated long lock handle	$68 00	$8,840.00	12	12	25	0	0	0	0	0	0	0	0
e approximately 650' per set	$0.20	$8,450.00	1	1	10	0	0	0	0	8,450	0	0	0
	$63.00	$3,780.00	0	1	5	0	0	0	0	3,780	0	0	0
	$107.80	$539.00	8	8	10	0	539	0	0	0	0	0	0
pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	0	0	0	0	0
en (20 purchased ???)	$528.00	$7,920.00	17	17	30	7,920	0	0	0	0	0	0	0
raceway	$170.00	$850.00	17	17	30	850	0	0	0	0	0	0	0
			20	20	30	0	0	0	0	0	0	0	0
Install		$22,830.00	20	20	30	0	0	0	22,830	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
1/4"	$185.00	$17,205.00	7	10	21	0	0	0	0	0	0	0	0
	$78 00	$2,574 00	7	10	21	0	0	0	0	0	0	0	0
3/4"	$149 00	$1,788.00	7	10	21	0	0	0	0	0	0	0	0
3/4"	$74.00	$3,848.00	7	10	21	0	0	0	0	0	0	0	0
	$1,310 00	$2,620 00	7	7	20	0	0	0	0	0	0	0	0
Install		$43,000.00	12	12	25	0	0	0	0	0	0	0	0
item			15	15	20	0	0	0	0	0	0	0	0
Install		$45,000.00	7	10	21	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
	$46.00	$644 00		10	10	0	0	0	644	0	0	0	0
	$32 00	$128 00		10	10	0	0	0	128	0	0	0	0
	$24.50	$367 50		10	10	0	0	0	368	0	0	0	0
						0	0	0	0	0	0	0	0
ated by Year through lease		316,645				13,854	539	0	23,970	12,230	0	0	0

25,000.00 - $600,000.00

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SEATTLE REP RIGGING SYSTEMS INVENTORY

QTY Brand	Item	DESCRIPTION Model#	Notes	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	25 26	26 27	27 28	28 29	29 30
Line Sets:													
2 Secoa	Locking Rails	Clancy 11-538R6	1 - SR at stage level, 1 - short floor	$2,542.00	$5,084.00	17	17	30	0	0	0	0	0
65 Secoa	Head Blocks	Clancy OIR81255	steel w/ 8 - 1/4" grooves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	0	,	0	0
325 Secoa	Loft Blocks	Clancy 2NC10819	8" steel, 2 mounted on turntable mule block	$78.00	$25,350.00	7	7	21	0	0	0	0	0
674 Secoa	Idler Blocks	Clancy Idlers	4" plastic sheaves	$13.27	$8,950.00	7	7	20	0	0	8,950	0	0
65 Secoa	Arbors	Clancy 07-15x9	8' 6" long most are 6" O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	0	0
65 Secoa	Tension Blocks	Clancy 06-1215R	12" steel grooved for 3/4"	$240.00	$15,000.00	7	7	21	0	0	0	0	0
130 Secoa	Rope Locks	Clancy 10-533P	3 spare, 65 per rail, vinyl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	0	0
65 sets Secoa	Liftlines	Clancy 1/4 7x19	1/4" 7x19 galv. wire rope approximately 650' per set	$0.20	$8,450.00	1	1	10	0	0	0	0	0
60 Secoa	Operating Lines	Clancy 3/4" Manila	60 are 3/4" hemp	$63.00	$3,780.00	0	1	5	0	3,780	0	0	0
5 Secoa	Operating Lines	Clancy 3/4" Multiline II	5 are synthetic	$107.80	$539.00	8	8	10	0	0	0	539	0
41 Secoa	Pipe Battens	Tsubota	1 1/4" sch 40 pipe with pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	0	0
15 Secoa	Segmented Truss Battens	Universal	3 -13' sections per batten (20 purchased ???)	$528.00	$7,920.00	17	17	30	0	0	0	0	0
5 Secoa	Electrics Battens	Tsubota	2 pipes per with electric raceway	$170.00	$850.00	17	17	30	0	0	0	0	0
no count Secoa	Counterweights					20	20	30	0	0	0	0	0
1 Secoa	Fire Curtain Rigging	Secoa	Secoa price 5/3/95 with Install		$22,830.00	20	20	30	0	0	0	0	0
									0	0	0	0	0
									0	0	0	0	0
Spare Rigging for Customization:									0	0	0	0	0
93 Secoa	Mule Blocks	Clancy 52C20812	8" steel grooved for 1 - 1/4"	$185.00	$17,205.00	7	10	21	0	0	0	0	0
33 Secoa	Loft Blocks	Clancy 2NC10819	8" steel	$78.00	$2,574.00	7	10	21	0	0	0	0	0
12 Secoa	Ropeline headblocks	Clancy	8" steel grooved for 3 - 3/4"	$149.00	$1,788.00	7	10	21	0	0	0	0	0
52 Secoa	Ropeline loft blocks	Clancy 2CC-10819	8" steel grooved for 1 - 3/4"	$74.00	$3,848.00	7	10	21	0	0	2,620	0	0
2 Secoa	Spot Winches	Clancy 18-4		$1,310.00	$2,620.00	7	7	20	0	0	0	0	0
6 Secoa	Tab Winches	Secoa - custom	Secoa price 5/3/95 with Install		$43,000.00	12	12	25	0	0	0	0	0
1 Secoa	Bull Winch	Secoa - custom	Secoa did not price this item			15	15	20	0	0	0	0	0
1 Secoa	Motor Control Center	Secoa - custom	Secoa price 5/3/95 with Install		$45,000.00	7	10	21	0	0	0	0	0
									0	0	0	0	0
									0	0	0	0	0
Accessories (Consumables):									0	0	0	0	0
no count	Trim clamps		none found at this time						0	0	0	0	0
no count	Misc. Hardware								0	0	0	0	0
no count	Misc. Pipe								0	0	0	0	0
no count	Rope line (hemp)								0	0	0	0	0
14	100# Sandbags	Rosco #1100		$46.00	$644.00		10	10	0	0	0	0	0
4	50# Sandbags	Rosco #1050		$32.00	$128.00		10	10	0	0	0	0	0
15	25# Sandbags	Rosco #1025		$24.50	$367.50		10	10	0	0	0	0	0
									0	0	0	0	0
			Total Cash Cost Allocated by Year through lease		316,645				0	3,780	11,570	539	0

Estimated cost to replace entire rigging package, per original specs, with install, from Secoa on 5/3/95: $525,000.00 - $600,000.00

Note Costs are for hardware only, and do not include installation unless noted

SEATTLE REP RIGGING SYSTEMS INVENTORY

PNTAEST5.XLW
4/21/96

	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	25 26	26 27	27 28	28 29	29 30
1 - short floor	$2,542.00	$5,084.00	17	17	30	0	0	0	0	0
ves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	0	0	0	0
n turntable mule block	$78.00	$25,350.00	7	7	21	0	0	0	0	0
	$13.27	$8,950.00	7	7	20	0	0	8,950	0	0
" O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	0	0
3/4"	$240.00	$15,000.00	7	7	21	0	0	0	0	0
inyl c.ated long lock handle	$68.00	$9,840.00	12	12	25	0	0	0	0	0
rope approximately 650' per set	$0.20	$8,450.00	1	1	10	0	0	0	0	0
	$63.00	$3,780.00	0	1	5	0	3,780	0	0	0
	$107.80	$539.00	8	8	10	0	0	0	539	0
th pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	0	0
ation (20 purchased ???)	$528.00	$7,920.00	17	17	30	0	0	0	0	0
tric raceway	$170.00	$850.00	17	17	30	0	0	0	0	0
			20	20	30	0	0	0	0	0
vith Install		$22,830.00	20	20	30	0	0	0	0	0
						0	0	0	0	0
						0	0	0	0	0
1 - 1/4"	$185.00	$17,205.00	7	10	21	0	0	0	0	0
	$78.00	$2,574.00	7	10	21	0	0	0	0	0
3 - 3/4"	$149.00	$1,788.00	7	10	21	0	0	0	0	0
1 - 3/4"	$74.00	$3,848.00	7	10	21	0	0	0	0	0
	$1,310.00	$2,620.00	7	7	20	0	0	2,620	0	0
vith Install		$43,000.00	12	12	25	0	0	0	0	0
this item			15	15	20	0	0	0	0	0
vith Install		$45,000.00	7	10	21	0	0	0	0	0
						0	0	0	0	0
						0	0	0	0	0
ne						0	0	0	0	0
						0	0	0	0	0
						0	0	0	0	0
						0	0	0	0	0
	$46.00	$644.00		10	10	0	0	0	0	0
	$32.00	$128.00		10	10	0	0	0	0	0
	$24.50	$367.50		10	10	0	0	0	0	0
						0	0	0	0	0
located by Year through lease		316,645				0	3,780	11,570	539	0

$525,000.00 - $600,000.00

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8	9
										Lease yr 2	3	4	5	6	7	8	9	10
Cable and Accessories:										0								
66	ADC	TRS PATCH CABLE	PJ82 (TYPICAL)	Bantam BK3B	19.00	1,254	3	3	10	0	0	1,254	0	0	0	0	0	0
4		P4-BARE END ADAPTERS		Same	20.00	80	3	3	10	0	0	80	0	0	0	0	0	0
2		P4-CABLES APPROX 50'		Same	70.85	142	3	3	10	0	0	142	0	0	0	0	0	0
8		P4-P4 JUMPERS		Same	48.24	386	3	3	10	0	0	386	0	0	0	0	0	0
2		P4F TO P4M X2 TWOFERS		Same	57.88	116	3	3	10	0	0	116	0	0	0	0	0	0
40	VAR	25' MIC CABLE	MIC CABLE	Whirlwind	19.00	760	1	1	5	760	0	0	0	0	760	0	0	0
20	VAR	SPEAKER CABLE P4-P4		M & F plugs/Wire	70.85	1,417	3	3	10	0	0	1,417	0	0	0	0	0	0
1		15 PR MIC SNAKE 100'		2- 50' 16 cond.	277.73	278	3	3	10	0	0	278	0	0	0	0	0	0
10		TRS TO XLR		Same	25.00	250	3	3	10	0	0	250	0	0	0	0	0	0
1		LOT TAPE ACCESSORIES		Same	300.00	300	0	1	5	300	0	0	0	0	300	0	0	0
1		LOT XLR, 1/4" CABLES		Same	80.00	80	0	1	5	[illegible]	0	0	0	0	80	0	0	0
4	ADC	24 X 2 TRS PATCHBAY		Same	198.00	792	3	3	10	[illegible]	0	792	0	0	0	0	0	0
Portable Equipment: Microphones										0	0	0	0	0	0	0	0	0
1	ASTATIC	PUSH-TO-TALK PAGING	611	Shure 404B	73.75	74	0	1	5	74	0	0	0	0	0	0	0	0
1	AT	SHOCK MOUNT MIC	AT8410A	Same	60.00	60	2	2	10	0	60	0	0	0	74	0	0	0
1	BEYER	DYNAMIC LAV MIC	M111	MCE 5.15	374.00	374	0	1	5	374	0	0	-	0	0	0	0	0
2	BEYER	MINI LAV MIC	MCE5.11N(C)	MCE 5.15	374.00	748	1	1	5	748	0	0	-	0	748	0	0	0
2	BEYER	RIBBON MIC	M260N	Same	414.00	828	2	2	5	0	828	0	0	0	0	828	0	0
4	ELECTROVOICE	DYNAMIC CARDIOID MIC	RE18	Same	450.00	1,800	0	1	5	1,800	0	0	0	0	1,800	0	0	0
3	ELECTROVOICE	DYNAMIC OMNI	635A	Same	142.00	426	0	1	5	426	0	0	0	0	426	0	0	0
2	ELECTROVOICE	MIC	664	SHURE SM58	213.00	426	0	1	5	426	0	0	0	0	426	0	0	0
2	ELECTROVOICE	MIC	RE20	Same	597.00	1,194	1	1	5	1,194	0	0	0	0	1,194	0	0	0
4	ELECTROVOICE	MIC MOUSE	411	Same	31.50	126	0	1	2	126	0	126	0	126	0	126	0	126
2	ELECTROVOICE	PUSH-TO-TALK PAGING	600EL	Shure 404B	73.75	148	0	1	5	148	0	0	0	0	148	0	0	0
1	ELECTROVOICE	PUSH-TO-TALK PAGING	621L	Same	196.80	197	0	1	5	197	0	0	0	0	197	0	0	0
1	ELECTROVOICE	SHORT SHOT-GUN	644	DL-42	857.00	857	0	1	8	857	0	0	0	0	0	0	0	857
10	KM	MIC STAND - VIBRATION ISO BASE		200008	115.00	1,150	0	1	5	1,150	0	0	0	0	1,150	0	0	0
1	SHURE	MIC MIXER	M67	M267	535.00	535	0	1	8	535	0	0	0	0	0	0	0	535
1	SHURE	PAGING MIC	450	Same	101.25	101	0	1	5	101	0	0	0	0	101	0	0	0
2	SHURE	PUSH-TO-TALK PAGING	401B	Same	54.00	108	0	1	5	108	0	0	0	0	108	0	0	0
1	COUNTRYMAN	MIC FOR WIRELESS	MEMWF05BTS	Same	194.00	194	0	1	1	194	194	194	194	194	194	194	194	194
1	TELEX	RECEIVER 183.8	FMR2	FMR-100	567.00	567	2	2	8	0	567	-	0	0	0	0	0	0
1	TELEX	TRANSMITTER 183.8	WT80	Same	439.00	439	2	2	8	0	439		0	0	0	0	0	0
Portable Equipment, Mixer:										0	0	0	0	0	0	0	0	0
2	REALISTIC	FOUR CHANNEL MIC MIX	82-1105A	Same	139.99	280	0	1	3	280	0	0	280	0	0	280	0	0
Portable Equipment, Power Amplifiers:										0	0	0	0	0	0	0	0	0
2	ATD/AR SYSTEMS	TRIAMP (IN HIGH INTENS	713	713A	1,749.00	3,498	2	2	10	0	3,498	0	0	0	0	0	0	0
1	CROWN	DUAL CHANNEL POWER	D150	D150A-II	995.00	995	0	1	10	995	0	0	0	0	0	0	0	0
1	CROWN	DUAL CHANNEL POWER	DC300A	DC300A-II	1,295.00	1,295	0	1	10	1,295	0	0	0	0	0	0	0	0
2	PHASE LINEAR	DUAL CHANNEL POWER	500 SERIES 2	Fender SPL-6000	719.00	1,438	0	1	10	1,438	0	0	0	0	0	0	0	0
Portable Sound Processing Equipment:										0	0	0	0	0	0	0	0	0
1	BOSE	PROCESSOR	802 C	802 II C	550.00	550	0	1	6	550	0	0	0	0	0	0	0	0
1	BOSE	PROCESSOR (EQUALIZE	802 E EQ	802 II C	550.00	550	0	1	6	550	0	0	0	0	0	550	0	0
1	CUSTOM	REMOTE VCA CONTROL (FOH SYS.)		custom built	300.00	300	0	1	5	300	0	0	0	0	0	550	0	0
1	DBX	NOISE REDUCTION SYST	224	149x	319.95	320	0	1	8	320	0	0	0	0	0	300	0	0
																0	0	320

Seattle Rep. Sound Equipment Inventory

PRIZES15.XLW
4/21/98

COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8	9	10	11	12
					Lease yr 2	3	4	5	6	7	8	9	10	11	12	13
					0											
19.00	1,254	3	3	10	0	0	1,254	0	0	0	0	0	0	0	0	0
20.00	80	3	3	10	0	0	80	0	0	0	0	0	0	0	0	0
70.85	142	3	3	10	0	0	142	0	0	0	0	0	0	0	0	0
48.24	386	3	3	10	0	0	386	0	0	0	0	0	0	0	0	0
57.80	116	3	3	10	0	0	116	0	0	0	0	0	0	0	0	0
19.00	760	1	1	5	760	0	0	0	0	760	0	0	0	0	760	0
70.85	1,417	3	3	10	0	0	1,417	0	0	0	0	0	0	0	0	0
277.73	278	3	3	10	0	0	278	0	0	0	0	0	0	0	0	0
25.00	250	3	3	10	0	0	250	0	0	0	0	0	0	0	0	0
300.00	300	0	1	5	300	0	0	0	0	300	0	0	0	0	300	0
80.00	80	0	1	5	80	0	0	0	0	80	0	0	0	0	80	0
198.00	792	3	3	10	0	0	792	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
73.75	74	0	1	5	74	0	0	0	0	74	0	0	0	0	74	0
60.00	60	2	2	10	0	60	0	0	0	0	0	0	0	0	0	60
374.00	374	0	1	5	374	0	0	0	0	374	0	0	0	0	374	0
374.00	748	1	1	5	748	0	0	0	0	748	0	0	0	0	748	0
414.00	828	2	2	5	0	828	0	0	0	0	828	0	0	0	0	828
450.00	1,800	0	1	5	1,800	0	0	0	0	1,800	0	0	0	0	1,800	0
142.00	426	0	1	5	426	0	0	0	0	426	0	0	0	0	426	0
213.00	426	0	1	5	426	0	0	0	0	426	0	0	0	0	426	0
597.00	1,194	1	1	5	1,194	0	0	0	0	1,194	0	0	0	0	1,194	0
31.50	126	0	1	2	126	0	126	0	126	0	126	0	126	0	126	0
73.75	148	0	1	5	148	0	0	0	0	148	0	0	0	0	148	0
196.80	197	0	1	5	197	0	0	0	0	197	0	0	0	0	197	0
857.00	857	0	1	8	857	0	0	0	0	0	0	0	857	0	0	0
115.00	1,150	0	1	5	1,150	0	0	0	0	1,150	0	0	0	0	1,150	0
535.00	535	0	1	8	535	0	0	0	0	0	0	0	535	0	0	0
101.25	101	0	1	5	101	0	0	0	0	101	0	0	0	0	101	0
54.00	108	0	1	5	108	0	0	0	0	108	0	0	0	0	108	0
194.00	194	0	1	1	194	194	194	194	194	194	194	194	194	194	194	194
567.00	567	2	2	8	0	567	0	0	0	0	0	0	0	567	0	0
439.00	439	2	2	8	0	439	0	0	0	0	0	0	0	439	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
139.59	280	0	1	3	280	0	0	280	0	0	280	0	0	280	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
1,749.00	3,498	2	2	10	0	3,498	0	0	0	0	0	0	0	0	0	3,498
995.00	995	0	1	10	995	0	0	0	0	0	0	0	0	0	995	0
1,295.00	1,295	0	1	10	1,295	0	0	0	0	0	0	0	0	0	1,295	0
719.00	1,438	0	1	10	1,438	0	0	0	0	0	0	0	0	0	1,438	0
					0	0	0	0	0	0	0	0	0	0	0	0
550.00	550	0	1	6	550	0	0	0	0	0	550	0	0	0		0
550.00	550	0	1	5	550	0	0	0	0	0	550	0	0	0	0	0
300.00	300	0	1	5	300	0	0	0	0	0	300	0	0	0	0	0
319.95	320	0	1	8	320	0	0	0	0	0	0	0	320	0	0	0

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Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8	9
										Lease yr 2	3	4	5	6	7	8	9	10
Portable Equipment, Speakers:																		
3	ALTEC	12" COAX (2ND STAGE) SPEAKER		Fender SPL2912	720.00	2,160	0	1	5	0	0	0	0	0	0	0	0	0
1	ALTEC	A7 SPEAKER	A7	Fender	1,200.00	1,200	0	1	5	2,160	0	0	0	0	0	0	0	0
10	ARGOS	SPKR BAFFLES 12" TO 4"	VAR	Soundolier	25.00	250	0	1	3	1,200	0	0	0	0	0	0	0	0
2	BOSE	SPEAKER	802	802 II	998.00	1,996	1	1	5	250	0	0	250	0	0	250	0	0
1	HISONIC	3 WAY SPEAKER	HS2003	Realistic Optimus-660	49.97	50	0	1	2	1,996	0	0	0	0	1,996	0	0	0
				cat # 40-1122		0				50	0	50	0	50	0	50	0	50
4	PEAVY	PERSONAL MONITOR	IMPULSE 2	Same	129.99	520	0	1	5	0	0	0	0	0	0	0	0	0
2	REALISTIC	BOOKSHELF SPEAKER	MC1800	Realstic Minimus-26	14.97	30	0	1	2	520	0	0	0	0	520	0	0	0
				cat # 40-226		0				30	0	30	0	30	0	30	0	30
2	HISONIC	DIECAST MINI SPEAKER	HS5000	Realistic Minimus-7	19.97	40	0	1	3	0	0	0	0	0	0	0	0	0
				cat # 40-2030		0				40	0	0	40	0	0	40	0	0
1	REALISTIC	CAR SPEAKER IN BOX W 1/4" JACK		Realtic 30 Watt Spkr	15.97	16	0	1	2	0	0	0	0	0	0	0	0	0
				cat # 40-1297		0				16	0	16	0	16	0	16	0	16
Portable Equipment, Microphone Stands and Booms:										0	0	0	0	0	0	0	0	0
1	ATLAS	BOOM	BB77							0	0	0	0	0	0	0	0	0
2	ATLAS 2	DESK MIC STAND	DS-7	Same	27.50	28	0	1	5	28	0	0	0	0	28	0	0	0
1	KM	BOOM FOR MIC STAND		Same	17.01	34	0	1	5	34	0	0	0	0	34	0	0	0
2	KM	SHORT STAND		21130B	29.00	29	0	1	5	29	0	0	0	0	29	0	0	0
2	KM	TALL STAND W/BOOM		25910B	69.00	138	0	1	5	138	0	0	0	0	138	0	0	0
Portable Sound Reproduction Equipment:				21090B	90.00	180	0	1	5	180	0	0	0	0	180	0	0	0
2	REALISTIC	CASETTE PLAYER	SCP32							0	0	0	0	0	0	0	0	0
1	TEAC	REEL TO REEL 10" 1/4 TRK 2CH		Same cat # 14-660	99.99	200	0	1	2	200	0	200	0	200	0	200	0	200
Test Equipment				Tascam 32	1,799.00	1,799	0	1	8	1,799	0	0	0	0	0	0	0	1,799
1	TEKTRONIX	60 MHZ SCOPE	2213							0	0	0	0	0	0	0	0	0
Intercom Equipment				TAS465 100MHZ	1,995.00	1,995	2	2	10	0	1,995	0	0	0	0	0	0	0
11	CLEAR-COM	PORTABLE SPEAKER ST	KB111/KB111A							0	0	0	0	0	0	0	0	0
9	CLEAR-COM	HANDSETS (PHONE TYP	HS-6	KB111A WITH PBOX	466.00	5,126	2	2	10	0	5,126	0	0	0	0	0	0	0
2	SHURE	LIGHTWEIGHT HEADSET	SM12A	Same	90.00	810	0	1	5	810	0	0	0	0	0	0	0	0
1	TELEX	LIGHTWEIGHT HEADSET	PH-8	SM12A-CN	216.50	433	0	1	5	433	0	0	0	0	433	0	0	0
6	TELEX	HEADSETS	CS-75	Same	126.00	126	0	1	5	126	0	0	0	0	126	0	0	0
3	TELEX	HEADSETS	PH-1	PH1	126.00	756	0	1	5	756	0	0	0	0	756	0	0	0
3	CLEAR-COM	HEADSETS	CC240	Same	126.00	378	1	1	5	378	0	0	0	0	378	0	0	0
10	BEYER	HEADSETS	DT-108	TELEX PH2	155.00	465	0	1	5	465	0	0	0	0	465	0	0	0
5	TELEX	HEADSETS (NON-FUNCT	CS-75	Same	304.00	3,040	0	1	5	3,040	0	0	0	0	3,040	0	0	0
1	TELEX	DOUBLE MUFF HEADSET	CS-61	PH-1	126.00	630	0	1	5	630	0	0	0	0	630	0	0	0
4	CLEAR-COM	BELTPACK (DUAL CHAN	CS-100A	PH-2	155.00	155	0	1	5	155	0	0	0	0	155	0	0	0
9	CLEAR-COM	BELTPACKS	RS-100A	RS-502	299.00	1,196	0	1	8	1,196	0	0	0	0	0	0	0	1,196
7	CLEAR-COM	BELTPACK	RS-501	RS-510	215.00	1,935	0	1	8	1,935	0	0	0	0	0	0	0	1,935
1	CLEAR-COM	REMOTE STATION** (PC	RM-400	Same	215.00	1,505	1	1	8	1,505	0	0	0	0	0	0	0	1,505
1	CLEAR-COM	MAIN STATION** (SM CO	SB-412	RM-400A	995.00	995	0	1	10	995	0	0	0	0	0	0	0	0
1	CLEAR-COM	REMOTE STATION** (SM	RM400	Same	1,981.00	1,981	1	1	10	1,981	0	0	0	0	0	0	0	0
1	CLEAR-COM	2 CHANNEL REMOTE ST	RM-120	RM400A	995.00	995	2	2	10	0	995	0	0	0	0	0	0	0
1	PINTA	STAGE MANAGER'S INTERCOM STATION		RM-220	645.00	645	2	2	10	0	645	0	0	0	0	0	0	0
1	PINTA	BLUE BOX* AUX. REM. POWER SUPPLY		CLEAR-COM CS-222	730.00	730	0	1	10	730	0	0	0	0	0	0	0	0
5	CLEAR-COM	2 CHANNEL SELECTABLE	VP-2	Same	190.00	190	0	1	10	190	0	0	0	0	0	0	0	0
1	CLEAR-COM	POWER SUPPLY	PS-10	Same	38.00	190	1	1	10	190	0	0	0	0	0	0	0	0
				PS-22	429.00	429	0	1	10	429	0	0	0	0	0	0	0	0

Seattle Rep. Sound Equipment Inventory

Cashflow schedule by year

COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	1	2	3	4	5	6	7	8	9	10	11	12
					Lease yr 2	3	4	5	6	7	8	9	10	11	12	13
					0	0	0	0	0	0	0	0	0	0	0	0
720.00	2,160	0	1	5	2,160	0	0	0	0	2,160	0	0	0	0	2,160	0
1,200.00	1,200	0	1	5	1,200	0	0	0	0	1,200	0	0	0	0	1,200	0
25.00	250	0	1	3	250	0	0	250	0	0	250	0	0	250	0	0
998.00	1,996	1	1	5	1,996	0	0	0	0	1,996	0	0	0	0	1,996	0
49.97	50	0	1	2	50	0	50	0	50	0	50	0	50	0	50	0
	0				0	0	0	0	0	0	0	0	0	0	0	0
129.99	520	0	1	5	520	0	0	0	0	520	0	0	0	0	520	0
14.97	30	0	1	2	30	0	30	0	30	0	30	0	30	0	30	0
	0				0	0	0	0	0	0	0	0	0	0	0	0
19.97	40	0	1	3	40	0	0	40	0	0	40	0	0	40	0	0
	0				0	0	0	0	0	0	0	0	0	0	0	0
15.97	16	0	1	2	16	0	16	0	16	0	16	0	16	0	16	0
	0				0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
27.50	28	0	1	5	28	0	0	0	0	28	0	0	0	0	28	0
17.01	34	0	1	5	34	0	0	0	0	34	0	0	0	0	34	0
29.00	29	0	1	5	29	0	0	0	0	29	0	0	0	0	29	0
69.00	138	0	1	5	138	0	0	0	0	138	0	0	0	0	138	0
90.00	180	0	1	5	180	0	0	0	0	180	0	0	0	0	180	0
					0	0	0	0	0	0	0	0	0	0	0	0
99.95	200	0	1	2	200	0	200	0	200	0	200	0	200	0	200	0
1,799.00	1,799	0	1	8	1,799	0	0	0	0	0	0	0	1,799	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
1,995.00	1,995	2	2	10	0	1,995	0	0	0	0	0	0	0	0	0	1,995
					0	0	0	0	0	0	0	0	0	0	0	0
466.00	5,126	2	2	10	0	5,126	0	0	0	0	0	0	0	0	0	5,126
90.00	810	0	1	5	810	0	0	0	0	810	0	0	0	0	810	0
216.50	433	0	1	5	433	0	0	0	0	433	0	0	0	0	433	0
126.00	126	0	1	5	126	0	0	0	0	126	0	0	0	0	126	0
126.00	756	0	1	5	756	0	0	0	0	756	0	0	0	0	756	0
126.00	378	1	1	5	378	0	0	0	0	378	0	0	0	0	378	0
155.00	465	0	1	5	465	0	0	0	0	465	0	0	0	0	465	0
304.00	3,040	0	1	5	3,040	0	0	0	0	3,040	0	0	0	0	3,040	0
126.00	630	0	1	5	630	0	0	0	0	630	0	0	0	0	630	0
155.00	155	0	1	5	155	0	0	0	0	155	0	0	0	0	155	0
299.00	1,196	0	1	8	1,196	0	0	0	0	0	0	0	1,196	0	0	0
215.00	1,935	0	1	8	1,935	0	0	0	0	0	0	0	1,935	0	0	0
215.00	1,505	1	1	8	1,505	0	0	0	0	0	0	0	1,505	0	0	0
995.00	995	0	1	10	995	0	0	0	0	0	0	0	0	0	995	0
1,981.00	1,981	1	1	10	1,981	0	0	0	0	0	0	0	0	0	1,981	0
995.00	995	2	2	10	0	995	0	0	0	0	0	0	0	0	0	995
645.00	645	2	2	10	0	645	0	0	0	0	0	0	0	0	0	645
730.00	730	0	1	10	730	0	0	0	0	0	0	0	0	0	730	0
190.00	190	0	1	10	190	0	0	0	0	0	0	0	0	0	190	0
38.00	190	1	1	10	190	0	0	0	0	0	0	0	0	0	190	0
429.00	429	0	1	10	429	0	0	0	0	0	0	0	0	0	429	0

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8	9
Infrared Hearing Impaired Assistive System:										Lease yr 2	3	4	5	6	7	8	9	10
										0	0	0	0	0	0	0	0	0
1	EV	MIC	RE18	Same	450.00	450	0	1	5	450	0	0	0	0	450	0	0	0
3	AKG	SHORT SHOTGUN MIC	C568	C568-EB	469.00	1,407	2	2	12	0	1,407	0	0	0	0	0	0	0
1	EV	4 X 1 MIXER	ELX1	ELX1-A	766.00	766	0	1	10	766	0	0	0	0	0	0	0	0
1	RANE	4 X 2 MIXER	FPM42	Same	159.00	159	4	4	10	0	0	0	159	0	0	0	0	0
1	PNTA	HEADPHONE AMPLIFIER	RHP1	Same	175.00	175	4	4	10	0	0	0	175	0	0	0	0	0
1	COLUMBIA	HEADPHONES		Generic	50.00	50	0	1	3	50	0	0	50	0	0	50	0	0
1	ATLAS	MIC STAND W/BOOM	MS-12	Same	81.47	81	0	1	5	81	0	0	0	0	81	0	0	0
1	REALISTIC	CASSETTE PLAYER	SCP32	Same Cat# 14-600	99.99	100	0	1	2	100	0	100	0	100	0	100	0	100
7	SENNHEISER	INFRARED EMITTER/TRA	SI1219	Same	1,849.00	12,943	4	4	10	0	0	0	12,943	0	0	0	0	0
1	RANE	MASTER MODULE	FMM-42	Same	349.00	349	4	4	10	0	0	0	349	0	0	0	0	0
1	YAMAHA	MIXER, 6-INPUT	M406	6 RANE FM114	349.00	349	4	4	10	0	0	0	349	0	0	0	0	0
				1 RANE FMM42	349.00	0	4	4	10	0	0	0	0	0	0	0	0	0
				1 RANE FUR10	55.00	0	4	4	10	0	0	0	0	0	0	0	0	0
				1 RANE FR59	249.00	0	4	4	10	0	0	0	0	0	0	0	0	0
										0	0	0	0	0	0	0	0	0
1	SYMETRIX	DUAL COMPERSSOR/LIM	425	Same	579.00	579	4	4	10	0	0	0	579	0	0	0	0	0
1	RANE	LINE TRANSFORMER	FLT-22	Same	349.00	349	4	4	10	0	0	0	349	0	0	0	0	0
2	SENNHEISER	MODULATOR	SI-1013	Same	1,395.00	2,790	4	4	10	0	0	0	2,790	0	0	0	0	0
27	SENNHEISER	INFRARED HEADSET RE	H-200	Same	245.00	6,615	2	2	5	0	6,615	0	0	0	0	6,615	0	0
22	SENNHEISER	INFRARED HEADSET RE	HDI-405-S	RI-100A	120.00	2,640	0	2	5	0	2,640	0	0	0	0	2,640	0	0
1	SENNHEISER	10 PORT CHARGING STR	L92-10	Same	245.00	245	2	2	10	0	245	0	0	0	0	0	0	0
1	SENNHEISER	20 PORT CHARGING STR	L92-20	Same	305.00	305	2	2	10	0	305	0	0	0	0	0	0	0
						0				0	0	0	0	0	0	0	0	0
Main Sound:										0	0	0	0	0	0	0	0	0
1	TECHNICS	CD PLAYER	SLP770	Sony CDP-315	315.00	315	2	2	8	0	315	0	0	0	0	0	0	0
4		POWER SWITCH PANEL		Soundolier ACRL-191A	215.56	862	2	2	10	0	862	0	0	0	0	0	0	0
4	ADC	24 X 2 TRS PATCH BAY	P-KIT1	Same	198.00	792	2	2	10	0	792	0	0	0	0	0	0	0
1	CUSTOM	SPEAKER PATCH 36SPK X 8	P4F	custom built	1,300.00	1,300	2	2	10	0	1,300	0	0	0	0	0	0	0
1	TASCAM	DAT RECORDER	DA30	Same	1,299.00	1,299	2	2	8	0	1,299	0	0	0	0	0	0	0
2	OTARI	RACK FOR 5050B	ROLLING RACK	Tascam RTS15	350.00	700	2	2	10	0	700	0	0	0	0	0	0	0
1	SOUNDOLIER	ROLLING RACK, 1/2 HEIG	RX1-24	Same	551.18	551	2	2	10	0	551	0	0	0	0	0	0	0
1	ANDERSON	12 IN X 12 OUT MIXING C	SR6000B	See next 7 lines		0	0	0		0	0	0	0	0	0	0	0	0
1	ANDERSON	POWER SUPPLY, CONSOLE		Part of Mixer Console		0	0	0		0	0	0	0	0	0	0	0	0
1	ANDERSON	REMOTE CONTROL CONSOLE		Part of Mixer Console		0	0	0		0	0	0	0	0	0	0	0	0
1	APPLE	COMPUTER	II PLUS	Part of Mixer Console		0	0	0		0	0	0	0	0	0	0	0	0
1				COMPUTER	3,000.00	3,000		5	10	0	0	0	0	3,000	0	0	0	0
1				AUTO MIXER	25,000.00	25,000		5	10	0	0	0	0	25,000	0	0	0	0
1				MANUAL MIXER	9,000.00	9,000		5	10	0	0	0	0	9,000	0	0	0	0
1				REMOTE MIXER	4,000.00	4,000		5	10	0	0	0	0	4,000	0	0	0	0
				Total	41,000.00	0				0	0	0	0	0	0	0	0	0
4	ATD/AB SYSTEMS	BIAMPLIFIER	712	712A	1,449.00	5,796	2	2	10	0	5,796	0	0	0	0	0	0	0
2	ATD/AB SYSTEMS	DUAL CHANNEL AMPLIFI	722	722A	1,329.00	2,658	2	2	10	0	2,658	0	0	0	0	0	0	0
5	ATD/AB SYSTEMS	DUAL CHANNEL BIAMP	524	524A	1,449.00	7,245	0	5	10	0	0	0	0	7,245	0	0	0	0
1	ATD/AB SYSTEMS	DUAL CHANNEL POWER	422	422A	969.00	969	2	2	10	0	969	0	0	0	0	0	0	0
1	ATD/AB SYSTEMS	DUAL CHANNEL POWER	422	422A	969.00	969	2	2	10	0	969	0	0	0	0	0	0	0
1	ART	DIGITAL DELAY(EFFECTS MULTIVERB III		472 Alpha SE	549.00	549	3	3	10	0	0	549	0	0	0	0	0	0
1	CUSTOM	CONTROL PANEL (HOUSE SYS)		custom built	500.00	500	0	1	10	500	0	0	0	0	0	0	0	0
1	CUSTOM	CROSSOVER CARDS/CARD CAGE/PS		custom built	1,000.00	1,000	0	1	10	1,000	0	0	0	0	0	0	0	0
1	CUSTOM	VCA CONTROL PANEL		custom built	1,000.00	1,000	0	1	10	1,000	0	0	0	0	0	0	0	0

Seattle Rep. Sound Equipment Inventory

PNTALS15.XLW
4/21/96

	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8	9	10	11	12
						Lease yr 2	3	4	5	6	7	8	9	10	11	12	13
						0	0	0	0	0	0	0	0	0	0	0	0
	450.00	450	0	1	5	450	0	0	0	0	450	0	0	0	0	450	0
	469.00	1,407	2	2	12	0	1,407	0	0	0	0	0	0	0	0	0	0
	766.00	766	0	1	10	766	0	0	0	0	0	0	0	0	0	766	0
	159.00	159	4	4	10	0	0	0	159	0	0	0	0	0	0	0	0
	175.00	175	4	4	10	0	0	0	175	0	0	0	0	0	0	0	0
	50.00	50	0	1	3	50	0	0	50	0	0	50	0	0	50	0	0
	81.47	81	0	1	5	81	0	0	0	0	81	0	0	0	0	81	0
	99.99	100	0	1	2	100	0	100	0	100	0	100	0	100	0	100	0
	1,849.00	12,943	4	4	10	0	0	0	12,943	0	0	0	0	0	0	0	0
	349.00	349	4	4	10	0	0	0	349	0	0	0	0	0	0	0	0
	349.00	349	4	4	10	0	0	0	349	0	0	0	0	0	0	0	0
	349.00	0	4	4	10	0	0	0	0	0	0	0	0	0	0	0	0
	55.00	0	4	4	10	0	0	0	0	0	0	0	0	0	0	0	0
	249.00	0	4	4	10	0	0		0	0	0	0	0	0	0	0	0
						0	0		0	0	0	0	0	0	0	0	0
	579.00	579	4	4	10	0	0	0	579	0	0	0	0	0	0	0	0
	349.00	349	4	4	10	0	0	0	349	0	0	0	0	0	0	0	0
	1,395.00	2,790	4	4	10	0	0	0	2,790	0	0	0	0	0	0	0	0
	245.00	6,615	2	2	5	0	6,615	0	0	0	0	6,615	0	0	0	0	6,615
	120.00	2,640	0	2	5	0	2,640	0	0	0	0	2,640	0	0	0	0	2,640
	245.00	245	2	2	10	0	245	0	0	0	0	0	0	0	0	0	245
	305.00	305	2	2	10	0	305	0	0	0	0	0	0	0	0	0	305
		0				0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	315.00	315	2	2	8	0	315	0	0	0	0	0	0	0	315	0	0
	215.56	862	2	2	10	0	862	0	0	0	0	0	0	0	0	0	862
	198.00	792	2	2	10	0	792	0	0	0	0	0	0	0	0	0	792
	1,300.00	1,300	2	2	10	0	1,300	0	0	0	0	0	0	0	0	0	1,300
	1,299.00	1,299	2	2	8	0	1,299	0	0	0	0	0	0	0	1,299	0	0
	350.00	700	2	2	10	0	700	0	0	0	0	0	0	0	0	0	700
	551.18	551	2	2	10	0	551	0	0	0	0	0	0	0	0	0	551
		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
	3,000.00	3,000		5	10	0	0	0	0	3,000	0	0	0	0	0	0	0
	25,000.00	25,000		5	10	0	0	0	0	25,000	0	0	0	0	0	0	0
	9,000.00	9,000		5	10	0	0	0	0	9,000	0	0	0	0	0	0	0
	4,000.00	4,000		5	10	0	0	0	0	4,000	0	0	0	0	0	0	0
Total	41,000.00	0				0	0	0	0	0	0	0	0	0	0	0	0
	1,449.00	5,796	2	2	10	0	5,796	0	0	0	0	0	0	0	0	0	5,796
	1,329.00	2,658	2	2	10	0	2,658	0	0	0	0	0	0	0	0	0	2,658
	1,449.00	7,245	0	5	10	0	0	0	0	7,245	0	0	0	0	0	0	0
	969.00	969	2	2	10	0	969	0	0	0	0	0	0	0	0	0	969
	969.00	969	2	2	10	0	969	0	0	0	0	0	0	0	0	0	969
	549.00	549	3	3	10	0	0	549	0	0	0	0	0	0	0	0	0
	500.00	500	0	1	10	500	0	0	0	0	0	0	0	0	0	500	0
	1,000.00	1,000	0	1	10	1,000	0	0	0	0	0	0	0	0	0	1,000	0
	1,000.00	1,000	0	1	10	1,000	0	0	0	0	0	0	0	0	0	1,000	0

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Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8
										Lease yr 2	3	4	5	6	7	8	9
1	DBX	MAINFRAME	900 SERIES	900A	599.95	600	2	2	10	0	600	0	0	0	0	0	0
2	DBX	NOISE RED. DECODER 2	942	942A	269.95	540	2	2	10	0	540	0	0	0	0	0	0
2	DBX	NOISE RED.ENCODER,2	941	941a	259.95	520	2	2	10	0	520	0	0	0	0	0	0
1	LEXICON	DIGITAL DELAY	92	Rane AD22-B	829.00	829	0	1	10	829	0	0	0	0	0	0	0
1	PIONEER	STEREO RECEIVER	SX202	GENERIC	200.00	200	0	1	5	200	0	0	0	0	200	0	0
1	RTS	PHONO PREAMP	405	Same	348.00	348	2	2	10	0	348	0	0	0	0	0	0
2	WHITE	1/3 OCTAVE EQ	4320	4400	1,100.00	2,200	2	2	10	0	2,200	0	0	0	0	0	0
4	CUSTOM	LOUDSPEAKER	MEDIUM INTENS	EAW FR 153 HR	1,150.00	4,600	0	1	5	4,600	0	0	0	0	4,600	0	0
2	CUSTOM	LOUDSPEAKER	HIGH INTENS	EAW FR 253Hi	1,850.00	3,700	0	1	5	3,700	0	0	0	0	3,700	0	0
12	CUSTOM	LOUDSPEAKER	LOW INTENS	EAW UB 12	220.00	2,640	0	1	5	2,640	0	0	0	0	2,640	0	0
2	JBL	MONITOR 3-WAY	4401	4401-A	462.00	924	1	1	8	924	0	0	0	0	0	0	0
1	JBL	SUBWOOFER	128H	128H-1	175.00	175	1	1	8	175	0	0	0	0	0	0	0
1	NAKAMICHI	CASSETTE RECORDER	MR1	Denon DN790R	950.00	950	1	1	8	950	0	0	0	0	0	0	0
1	NAKAMICHI	REMOTE CONTROL	RM5	CUSTOM	150.00	150	1	1	10	150	0	0	0	0	0	0	0
1	OTARI	2 CHANNEL TAPE DECK	MX5050B-II	MX5050B-III	3,459.00	3,459	2	2	10	0	3,459	0	0	0	0	0	0
2	OTARI	4TRACK TAPE RECORDE	MX5050BQ-II	MX5050BQ-III	5,418.00	10,836	2	2	10	0	10,836	0	0	0	0	0	0
2	OTARI	AUTOLOCATOR	CB-110/ZA54C	Incl. w/ MX5050 series	N/App					0	0	0	0	0	0	0	0
1	TECHNICS	CASSETTE RECORDER	RS9105	Sony 615 3-Head Deck	350.00	350	0	1	5	350	0	0	0	0	350	0	0
1	TECHNICS	CASSETTE RECORDER,	RST920	Technics 575	250.00	250	0	1	3	250	0	0	250	0	0	250	0
1	DUAL	TURNTABLE	CS741Q	CS750	750.00	750	2	2	10	0	750	0	0	0	0	0	0
1	STANTON	PHONOGRAPH CARTRIDGE		Shure BC-90	125.00	125	0	1	4	125	0	0	0	125	0	0	0
	CUSTOM	MAIN CENTER SPEAKER CLUSTER		1-EAW KF695SR	2,995.00	0	1	1	5	0	0	0	0	0	0	0	0
				2-EAW KF650isR	2,915.00	0	1	1	5	0	0	0	0	0	0	0	0
				1-EAW SB528PD2	1,950.00	0	1	1	5	0	0	0	0	0	0	0	0
				1-EAW MX800i-653	2,890.00	0	1	1	5	0	0	0	0	0	0	0	0
20	CUSTOM	UNDERBALCONY DELAY SPEAKERS		EAW LB/CX2X0	200.00	4,000	1	1	5	4,000	0	0	0	0	4,000	0	0
						0				0	0	0	0	0	0	0	0
Page/Monitor System:										0	0	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	1,064	0	0	0	0	0	0
1		POWER SWITCH PANEL		Soundolier ACRL-191A	215.56	216	2	2	10	0	216	0	0	0	0	0	0
1	SOUNDOLIER	ATTENUATOR PANEL (4	AT-XX	AT-35	36.42	36	2	2	10	0	36	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	320B	6500T/36	774.00	774	2	2	10	0	774	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	1,064	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	1,064	0	0	0	0	0	0
4	ALTEC	LIMITER AMPLIFIER	16120	See next 3 lines		0	0	0		0	0	0	0	0	0	0	0
				1 Rane FPM42 and	429.00	0			10	0	0	0	0	0	0	0	0
				1 Rane FSC22 and	399.00	0			10	0	0	0	0	0	0	0	0
				1 FT12	39.00	0			10	0	0	0	0	0	0	0	0
4										0	0	0	0	0	0	0	0
1	ALTEC	25 X 3POS SELECTOR SWITCH		CUSTOM	400.00	400	0	1	10	400	0	0	0	0	0	0	0
6	ELECTROVOICE	PUSH-TO-TALK PAGING	660EL	Shure 404B	73.75	443	0	1	5	443	0	0	0	0	443	0	0
NC		DRESSING ROOM SPEAKERS ***								0	0	0	0	0	0	0	0
Miscellaneous:										0	0	0	0	0	0	0	0
1	REALISTIC	TURBO STEREO AMPLIFI	SA10	Realistic Amplifier	59.99	60	0	1	3	60	0	0	60	0	0	60	0
				cat# 31-1957		0				0	0	0	0	0	0	0	0
1	CUSTOM	STAGE MANAGERS PANEL *		CUSTOM	3,500.00	3,500	1	1	10	3,500	0	0	0	0	0	0	0
1	CUSTOM	REMOTE STAGE MANAGERS PANEL *		CUSTOM	1,000.00	1,000	1	1	10	1,000	0	0	0	0	0	0	0
1	CUSTOM	PRODUCTION CONTROL PANEL *		CUSTOM	7,500.00	7,500	1	1	10	7,500	0	0	0	0	0	0	0
15	CUSTOM	JACK PLATES "A-PLATES"		CUSTOM	250.00	3,750	1	1	10	3,750	0	0	0	0	0	0	0
		Total Cash Cost Allocated by Year through lease				823,955				79,432	65,241	5,979	18,817	49,087	37,621	13,129	194

* Cost includes cabinet and components not listed elsewhere (ie lobby chimes, cue light control circuitry etc.)
Other components of these panels are listed as part of their respective systems

** Price includes $400.00 for custom modifications to interface to page/monitor system.

*** SRT is to provide count and replacement information.

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PRIALS15.XLW
4/21/96

Seattle Rep. Sound Equipment Inventory

COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8	9	10	11	12
					Lease yr 2	3	4	5	6	7	8	9	10	11	12	13
599.95	600	2	2	10	0	600	0	0	0	0	0	0	0	0	0	600
269.95	540	2	2	10	0	540	0	0	0	0	0	0	0	0	0	540
259.95	520	2	2	10	0	520	0	0	0	0	0	0	0	0	0	520
829.00	829	0	1	10	829	0	0	0	0	0	0	0	0	0	829	0
200.00	200	0	1	5	200	0	0	0	0	200	0	0	0	0	200	0
348.00	348	2	2	10	0	348	0	0	0	0	0	0	0	0	0	348
1,100.00	2,200	2	2	10	0	2,200	0	0	0	0	0	0	0	0	0	2,200
1,150.00	4,600	0	1	5	4,600	0	0	0	0	4,600	0	0	0	0	4,600	0
1,850.00	3,700	0	1	5	3,700	0	0	0	0	3,700	0	0	0	0	3,700	0
220.00	2,640	0	1	5	2,640	0	0	0	0	2,640	0	0	0	0	2,640	0
350.00	924	1	1	8	924	0	0	0	0	0	0	0	924	0	0	0
175.00	175	1	1	8	175	0	0	0	0	0	0	0	175	0	0	0
950.00	950	1	1	8	950	0	0	0	0	0	0	0	950	0	0	0
150.00	150	1	1	10	150	0	0	0	0	0	0	0	0	0	150	0
3,459.00	3,459	2	2	10	0	3,459	0	0	0	0	0	0	0	0	0	3,459
5,418.00	10,836	2	2	10	0	10,836	0	0	0	0	0	0	0	0	0	10,836
N/App					0	0	0	0	0	0	0	0	0	0	0	0
350.00	350	0	1	5	350	0	0	0	0	350	0	0	0	0	350	0
250.00	250	0	1	3	250	0	0	250	0	0	250	0	0	250	0	0
750.00	750	2	2	10	0	750	0	0	0	0	0	0	0	0	0	750
126.00	126	0	1	4	126	0	0	0	126	0	0	0	126	0	0	0
2,995.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
2,915.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
1,950.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
2,890.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
200.00	4,000	1	1	5	4,000	0	0	0	0	4,000	0	0	0	0	4,000	0
	0				0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
1,064.00	1,064	2	2	10	0	1,064	0	0	0	0	0	0	0	0	0	1,064
215.56	216	2	2	10	0	216	0	0	0	0	0	0	0	0	0	216
36.42	36	2	2	10	0	36	0	0	0	0	0	0	0	0	0	36
774.00	774	2	2	10	0	774	0	0	0	0	0	0	0	0	0	774
1,064.00	1,064	2	2	10	0	1,064	0	0	0	0	0	0	0	0	0	1,064
1,064.00	1,064	2	2	10	0	1,064	0	0	0	0	0	0	0	0	0	1,064
	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
429.00	0			10	0	0	0	0	0	0	0	0	0	0	0	0
399.00	0			10	0	0	0	0	0	0	0	0	0	0	0	0
39.00	0			10	0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
400.00	400	0	1	10	400	0	0	0	0	0	0	0	0	0	400	0
73.75	443	0	1	5	443	0	0	0	0	443	0	0	0	0	443	0
					0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
59.99	60	0	1	3	60	0	0	60	0	0	60	0	0	60	0	0
	0				0	0	0	0	0	0	0	0	0	0	0	0
3,500.00	3,500	1	1	10	3,500	0	0	0	0	0	0	0	0	0	3,500	0
1,000.00	1,000	1	1	10	1,000	0	0	0	0	0	0	0	0	0	1,000	0
7,500.00	7,500	1	1	10	7,500	0	0	0	0	0	0	0	0	0	7,500	0
250.00	3,750	1	1	10	3,750	0	0	0	0	0	0	0	0	0	3,750	0
	823,955				79,432	65,241	5,979	18,917	49,087	37,621	13,129	194	11,038	3,744	66,781	61,214

light control circuitry etc.)

em.

Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	13 14	14 15	15 16	16 17	17 18	18 19	19 20	20 21
Cable and Accessories:																	
66	ADC	TRS PATCH CABLE	PJ82 (TYPICAL)	Bantam BK3B	19.00	1,254	3	3	10	1,254	0	0	0	0	0	0	0
4		P4-BARE END ADAPTERS		Same	20.00	80	3	3	10	80	0	0	0	0	0	0	0
2		P4-CABLES APPROX 50'		Same	70.85	142	3	3	10	142	0	0	0	0	0	0	0
8		P4-P4 JUMPERS		Same	48.24	386	3	3	10	386	0	0	0	0	0	0	0
2		P4F TO P4M X2 TWOFERS		Same	57.88	116	3	3	10	116	0	0	0	0	0	0	0
40	VAR	25' MIC CABLE	MIC CABLE	Whirlwind	19.00	760	1	1	5	0	0	0	760	0	0	0	0
20	VAR	SPEAKER CABLE P4-P4		M & F plugs/ Wire	70.85	1,417	3	3	10	1,417	0	0	0	0	0	0	0
1		15 PR MIC SNAKE 100'		2- 50' 16 cond	277.73	278	3	3	10	278	0	0	0	0	0	0	0
10		TRS TO XLR		Same	25.00	250	3	3	10	250	0	0	0	0	0	0	0
1		LOT TAPE ACCESSORIES		Same	300.00	300	0	1	5	0	0	0	300	0	0	0	0
1		LOT XLR, 1/4" CABLES		Same	80.00	80	0	1	5	0	0	0	80	0	0	0	0
4	ADC	24 X 2 TRS PATCHBAY		Same	198.00	792	3	3	10	792	0	0	0	0	0	0	0
Portable Equipment: Microphones										0	0	0	0	0	0	0	0
1	ASTATIC	PUSH-TO-TALK PAGING	611	Shure 404B	73.75	74	0	1	5	0	0	0	74	0	0	0	0
1	AT	SHOCK MOUNT MIC	AT8410A	Same	60.00	60	2	2	10	0	0	0	0	0	0	0	0
1	BEYER	DYNAMIC LAV MIC	M111	MCE 5.15	374.00	374	0	1	5	0	0	0	374	0	0	0	0
2	BEYER	MINI LAV MIC	MCE5-11N(C)	MCE 5.15	374.00	748	1	1	5	0	0	0	748	0	0	0	0
2	BEYER	RIBBON MIC	M260N	Same	414.00	828	2	2	5	0	0	0	0	828	0	0	0
4	ELECTROVOICE	DYNAMIC CARDIOID MIC	RE18	Same	450.00	1,800	0	1	5	0	0	0	1,800	0	0	0	0
3	ELECTROVOICE	DYNAMIC OMNI	635A	Same	142.00	426	0	1	5	0	0	0	426	0	0	0	0
2	ELECTROVOICE	MIC	664	SHURE SM58	213.00	426	0	1	5	0	0	0	426	0	0	0	0
2	ELECTROVOICE	MIC	RE20	Same	597.00	1,194	1	1	5	0	0	0	1,194	0	0	0	0
4	ELECTROVOICE	MIC MOUSE	411	Same	31.50	126	0	1	2	126	0	126	0	126	0	126	0
2	ELECTROVOICE	PUSH-TO-TALK PAGING	600EL	Shure 404B	73.75	148	0	1	5	0	0	0	148	0	0	0	0
1	ELECTROVOICE	PUSH-TO-TALK PAGING	621L	Same	196.80	197	0	1	5	0	0	0	197	0	0	0	0
1	ELECTROVOICE	SHORT SHOTGUN	644	DL-42	857.00	857	0	1	8	0	0	0	0	857	0	0	0
10	KM	MIC STAND - VIBRATION ISO BASE		20000B	115.00	1,150	0	1	5	0	0	0	1,150	0	0	0	0
1	SHURE	MIC MIXER	M67	M267	535.00	535	0	1	8	0	0	0	0	857	0	0	0
1	SHURE	PAGING MIC	450	Same	101.25	101	0	1	5	0	0	0	101	0	0	0	0
2	SHURE	PUSH-TO-TALK PAGING	401B	Same	54.00	108	0	1	5	0	0	0	108	0	0	0	0
1	COUNTRYMAN	MIC FOR WIRELESS	MEMWFDLBTS	Same	194.00	194	0	1	1	194	194	194	194	194	194	194	194
1	TELEX	RECEIVER 183.8	FMR2	FMR-100	567.00	567	2	2	8	0	0	0	0	0	567	0	0
1	TELEX	TRANSMITTER 183.8	WT80	Same	439.00	439	2	2	8	0	0	0	0	0	439	0	0
Portable Equipment, Mixer:										0	0	0	0	0	0	0	0
2	REALISTIC	FOUR CHANNEL MIC MIX	82-1105A	Same	139.99	280	0	1	3	280	0	0	280	0	0	280	0
Portable Equipment, Power Amplifiers:										0	0	0	0	0	0	0	0
2	ATD/AB SYSTEMS	TRAMP (IN HIGH INTENS	713	713A	1,749.00	3,498	2	2	10	0	0	0	0	0	0	0	0
1	CROWN	DUAL CHANNEL POWER	D150	D150A-II	995.00	995	0	1	10	0	0	0	0	0	0	0	0
1	CROWN	DUAL CHANNEL POWER	DC300A	DC300A-II	1,295.00	1,295	0	1	10	0	0	0	0	0	0	0	0
2	PHASE LINEAR	DUAL CHANNEL POWER	300 SERIES 2	Fender SPL-6000	719.00	1,438	0	1	10	0	0	0	0	0	0	0	0
Portable Sound Processing Equipment:										0	0	0	0	0	0	0	0
1	BOSE	PROCESSOR	802 C	802 II C	550.00	550	0	1	6	550	0	0	0	0	0	0	0
1	BOSE	PROCESSOR (EQUALIZE	802 E EQ	802 II C	550.00	550	0	1	6	550	0	0	0	0	0	550	0
1	CUSTOM	REMOTE VCA CONTROL (FOH SYS)		custom built	300.00	300	0	1	6	300	0	0	0	0	0	550	0
1	DBX	NOISE REDUCTION SYST	224	140x	319.95	320	0	1	8	0	0	0	0	320	0	300	0

Seattle Rep. Sound Equipment Inventory

COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	13 14	14 15	15 16	16 17	17 18	18 19	19 20	20 21	21 22	22 23	23 24	24 25
19.00	1,254	3	3	10	1,254	0	0	0	0	0	0	0	0	0	1,254	0
20.00	80	3	3	10	80	0	0	0	0	0	0	0	0	0	80	0
70.85	142	3	3	10	142	0	0	0	0	0	0	0	0	0	142	0
48.24	386	3	3	10	386	0	0	0	0	0	0	0	0	0	386	0
57.88	116	3	3	10	116	0	0	0	0	0	0	0	0	0	116	0
19.00	760	1	1	5	0	0	0	760	0	0	0	0	760	0	0	0
70.85	1,417	3	3	10	1,417	0	0	0	0	0	0	0	0	0	1,417	0
277.73	278	3	3	10	278	0	0	0	0	0	0	0	0	0	278	0
25.00	250	3	3	10	250	0	0	0	0	0	0	0	0	0	250	0
300.00	300	0	1	5	0	0	0	300	0	0	0	0	300	0	0	0
80.00	80	0	1	5	0	0	0	80	0	0	0	0	80	0	0	0
198.00	792	3	3	10	792	0	0	0	0	0	0	0	0	0	792	0
					0	0	0	0	0	0	0	0	0	0	0	0
73.75	74	0	1	5	0	0	0	74	0	0	0	0	74	0	0	0
60.00	60	2	2	10	0	0	0	0	0	0	0	0	0	60	0	0
374.00	374	0	1	5	0	0	0	374	0	0	0	0	374	0	0	0
374.00	748	1	1	5	0	0	0	748	0	0	0	0	748	0	0	0
414.00	828	2	2	5	0	0	0	0	828	0	0	0	0	828	0	0
450.00	1,800	0	1	5	0	0	0	1,800	0	0	0	0	1,800	0	0	0
142.00	426	0	1	5	0	0	0	426	0	0	0	0	426	0	0	0
213.00	426	0	1	5	0	0	0	426	0	0	0	0	426	0	0	0
597.00	1,194	1	1	5	0	0	0	1,194	0	0	0	0	1,194	0	0	0
31.50	126	0	1	2	126	0	126	0	126	0	126	0	126	0	126	0
73.75	148	0	1	5	0	0	0	148	0	0	0	0	148	0	0	0
196.80	197	0	1	5	0	0	0	197	0	0	0	0	197	0	0	0
857.00	857	0	1	8	0	0	0	0	857	0	0	0	0	0	0	0
115.00	1,150	0	1	5	0	0	0	1,150	0	0	0	0	1,150	0	0	0
535.00	535	0	1	8	0	0	0	0	857	0	0	0	0	0	0	0
101.25	101	0	1	5	0	0	0	101	0	0	0	0	101	0	0	0
54.00	108	0	1	5	0	0	0	108	0	0	0	0	108	0	0	0
194.00	194	0	1	1	194	194	194	194	194	194	194	194	194	194	194	194
567.00	567	2	2	8	0	0	0	0	0	567	0	0	0	0	0	0
439.00	439	2	2	8	0	0	0	0	0	439	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
139.99	280	0	1	3	280	0	0	280	0	0	280	0	0	280	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
1,749.00	3,498	2	2	10	0	0	0	0	0	0	0	0	0	3,498	0	0
995.00	995	0	1	10	0	0	0	0	0	0	0	0	995	0	0	0
1,295.00	1,295	0	1	10	0	0	0	0	0	0	0	0	1,295	0	0	0
719.00	1,438	0	1	10	0	0	0	0	0	0	0	0	1,438	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
550.00	550	0	1	6	550	0	0	0	0	0	550	0	0	0	0	0
550.00	550	0	1	6	550	0	0	0	0	0	550	0	0	0	0	0
300.00	300	0	1	6	300	0	0	0	0	0	300	0	0	0	0	0
319.95	320	0	1	8	0	0	0	0	320	0	0	0	0	0	0	0

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Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	13	14	15	16	17	18	19	20	21	2
										14	15	16	17	18	19	20	21		
										0	0	0	0	0	0	0	0		
Portable Equipment, Speakers:																			
3	ALTEC	12" COAX (2ND STAGE)	SPEAKER	Fender SPL2912	720.00	2,160	0	1	5	0	0	0	2,160	0	0	0	0	2,16	
1	ALTEC	A7 SPEAKER	A7	Fender	1,200.00	1,200	0	1	5	0	0	0	1,200	0	0	0	0	1,2	
10	ARGOS	SPKR BAFFLES 12" TO 4"	VAR	Soundolier	25.00	250	0	1	3	250	0	0	250	0	0	250	0		
2	BOSE	SPEAKER	802	802 II	998.00	1,996	1	1	5	0	0	0	1,996	0	0	0	0	1,9	
1	HISONIC	3 WAY SPEAKER	HS2003	Realistic Optimus-660	49.97	50	0	1	2	50	0	50	0	50	0	50	0		
				cat # 40-1122		0				0	0	0	0	0	0	0	0		
4	PEAVY	PERSONAL MONITOR	IMPULSE 2	Same	129.99	520	0	1	5	0	0	0	520	0	0	0	0	5	
2	REALISTIC	BOOKSHELF SPEAKER	MC1800	Realistic Minimus-26	14.97	30	0	1	2	30	0	30	0	30	0	30	0		
				cat # 40-226		0				0	0	0	0	0	0	0	0		
2	HISONIC	DIECAST MINI SPEAKER	HS5000	Realistic Minimus-7	19.97	40	0	1	3	40	0	0	40	0	0	40	0		
				cat # 40-2030		0				0	0	0	0	0	0	0	0		
1	REALISTIC	CAR SPEAKER IN BOX W 1/4" JACK		Realistic 30 Watt Spkr	15.97	16	0	1	2	16	0	16	0	16	0	16	0		
				cat # 40-1297		0				0	0	0	0	0	0	0	0		
										0	0	0	0	0	0	0	0		
Portable Equipment, Microphone Stands and Booms:																			
1	ATLAS	BOOM	BB77	Same	27.50	28	0	1	5	0	0	0	28	0	0	0	0		
2	ATLAS ?	DESK MIC STAND	DS-7	Same	17.01	34	0	1	5	0	0	0	34	0	0	0	0		
1	KM	BOOM FOR MIC STAND		21130B	29.00	29	0	1	5	0	0	0	29	0	0	0	0		
2	KM	SHORT STAND		25910B	69.00	138	0	1	5	0	0	0	138	0	0	0	0		
2	KM	TALL STAND W/BOOM		21090B	90.00	180	0	1	5	0	0	0	180	0	0	0	0		
										0	0	0	0	0	0	0	0		
Portable Sound Reproduction Equipment:																			
2	REALISTIC	CASETTE PLAYER	SC032	Same cat # 14-660	99.99	200	0	1	2	200	0	200	0	200	0	200	0	2	
1	TEAC	REEL TO REEL 10" 1/4 TRK	2CH	Tascam 32	1,799.00	1,799	0	1	8	0	0	0	0	1,799	0	0	0		
										0	0	0	0	0	0	0	0		
Test Equipment																			
1	TEKTRONIX	60 MHZ SCOPE	2213	TAS465 100MHZ	1,995.00	1,995	2	2	10	0	0	0	0	0	0	0	0		
										0	0	0	0	0	0	0	0		
Intercom Equipmo:																			
11	CLEAR-COM	PORTABLE SPEAKER ST	KB111/KB111A	KB111A WITH PBOX	466.00	5,126	2	2	10	0	0	0	0	0	0	0	0		
9	CLEAR-COM	HANDSETS (PHONE TYP	HS-6	Same	90.00	810	0	1	5	0	0	0	810	0	0	0	0		
2	SHURE	LIGHTWEIGHT HEADSET	SM12A	SM12A-CN	216.50	433	0	1	5	0	0	0	433	0	0	0	0		
1	TELEX	LIGHTWEIGHT HEADSET	PH-8	Same	126.00	126	0	1	5	0	0	0	126	0	0	0	0		
6	TELEX	HEADSETS	CS-75	PH1	126.00	756	0	1	5	0	0	0	756	0	0	0	0		
3	TELEX	HEADSETS	PH-1	Same	126.00	378	1	1	5	0	0	0	378	0	0	0	0		
3	CLEAR-COM	HEADSETS	CC240	TELEX PH2	155.00	465	0	1	5	0	0	0	465	0	0	0	0		
10	BEYER	HEADSETS	DT-108	Same	304.00	3,040	0	1	5	0	0	0	3,040	0	0	0	0	3,0	
5	TELEX	HEADSETS (NON-FUNCT	CS-75	PH-1	126.00	630	0	1	5	0	0	0	630	0	0	0	0		
1	TELEX	DOUBLE MUFF HEADSET	CS-61	PH-2	155.00	155	0	1	5	0	0	0	155	0	0	0	0		
4	CLEAR-COM	BELTPACK (DUAL CHAN	CS-100A	RS-502	299.00	1,196	0	1	8	0	0	0	0	1,196	0	0	0		
9	CLEAR-COM	BELTPACKS	RS-100A	RS-510	215.00	1,935	0	1	8	0	0	0	0	1,935	0	0	0		
7	CLEAR-COM	BELTPACK	RS-501	Same	215.00	1,505	1	1	8	0	0	0	0	1,505	0	0	0		
1	CLEAR-COM	REMOTE STATION** (PC	RM-400	RM-400A	995.00	995	0	1	10	0	0	0	0	0	0	0	0	1	
1	CLEAR-COM	MAIN STATION** (SM CO	SB-412	Same	1,991.00	1,991	1	1	10	0	0	0	0	0	0	0	0		
1	CLEAR-COM	REMOTE STATION** (SM	RM400	RM400A	995.00	995	2	2	10	0	0	0	0	0	0	0	0		
1	CLEAR-COM	2 CHANNEL REMOTE ST	RM-120	RM-220	645.00	645	2	2	10	0	0	0	0	0	0	0	0		
1	PINTA	STAGE MANAGER'S INTERCOM STATION		CLEAR-COM CS-222	730.00	730	0	1	10	0	0	0	0	0	0	0	0		
1	PINTA	BLUE BOX* AUX. REM. POWER SUPPLY		Same	190.00	190	0	1	10	0	0	0	0	0	0	0	0		
5	CLEAR-COM	2 CHANNEL SELECTABLE	WP-2	Same	38.00	190	1	1	10	0	0	0	0	0	0	0	0		
1	CLEAR-COM	POWER SUPPLY	PS-10	PS-22	429.00	429	0	1	10	0	0	0	0	0	0	0	0		

Seattle Rep. Sound Equipment Inventory

PMTALST5.XLW
4/2/96

T	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	13	14	15	16	17	18	19	20	21	22	23	24
						14	15	16	17	18	19	20	21	22	23	24	25
						0	0	0	0	0	0	0	0	0	0	0	0
	720.00	2,160	0	1	5	0	0	0	2,160	0	0	0	0	2,160	0	0	0
	1,200.00	1,200	0	1	5	0	0	0	1,200	0	0	0	0	1,200	0	0	0
	25.00	250	0	1	3	250	0	0	250	0	0	250	0	0	250	0	0
	998.00	1,996	1	1	5	0	0	0	1,996	0	0	0	0	1,996	0	0	0
0	49.97	50	0	1	2	50	0	50	0	50	0	50	0	50	0	50	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
	129.99	520	0	1	5	0	0	0	520	0	0	0	0	520	0	0	0
	14.97	30	0	1	2	30	0	30	0	30	0	30	0	30	0	30	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
	19.97	40	0	1	3	40	0	0	40	0	0	40	0	0	40	0	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
r	15.97	16	0	1	2	16	0	16	0	16	0	16	0	16	0	16	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	27.50	28	0	1	5	0	0	0	28	0	0	0	0	28	0	0	0
	17.01	34	0	1	5	0	0	0	34	0	0	0	0	34	0	0	0
	29.00	29	0	1	5	0	0	0	29	0	0	0	0	29	0	0	0
	69.00	138	0	1	5	0	0	0	138	0	0	0	0	138	0	0	0
	90.00	180	0	1	5	0	0	0	180	0	0	0	0	180	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	99.99	200	0	1	2	200	0	200	0	200	0	200	0	200	0	200	0
	1,799.00	1,799	0	1	8	0	0	0	0	1,799	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	1,995.00	1,995	2	2	10	0	0	0	0	0	0	0	0	0	1,995	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
x	456.00	5,126	2	2	10	0	0	0	0	0	0	0	0	0	5,126	0	0
	90.00	810	0	1	5	0	0	0	810	0	0	0	0	810	0	0	0
	216.50	433	0	1	5	0	0	0	433	0	0	0	0	433	0	0	0
	126.00	126	0	1	5	0	0	0	126	0	0	0	0	126	0	0	0
	126.00	756	0	1	5	0	0	0	756	0	0	0	0	756	0	0	0
	126.00	378	1	1	5	0	0	0	378	0	0	0	0	378	0	0	0
	155.00	465	0	1	5	0	0	0	465	0	0	0	0	465	0	0	0
	304.00	3,040	0	1	5	0	0	0	3,040	0	0	0	0	3,040	0	0	0
	126.00	630	0	1	5	0	0	0	630	0	0	0	0	630	0	0	0
	155.00	155	0	1	5	0	0	0	155	0	0	0	0	155	0	0	0
	299.00	1,196	0	1	8	0	0	0	0	1,196	0	0	0	0	0	0	0
	215.00	1,935	0	1	8	0	0	0	0	1,935	0	0	0	0	0	0	0
	215.00	1,505	1	1	8	0	0	0	0	1,505	0	0	0	0	0	0	0
	995.00	995	0	1	10	0	0	0	0	0	0	0	0	995	0	0	0
	1,991.00	1,991	1	1	10	0	0	0	0	0	0	0	0	1,981	0	0	0
	995.00	995	2	2	10	0	0	0	0	0	0	0	0	0	995	0	0
	645.00	645	2	2	10	0	0	0	0	0	0	0	0	0	645	0	0
22	730.00	730	0	1	10	0	0	0	0	0	0	0	0	730	0	0	0
	190.00	190	0	1	10	0	0	0	0	0	0	0	0	190	0	0	0
	38.00	190	1	1	10	0	0	0	0	0	0	0	0	190	0	0	0
	429.00	429	0	1	10	0	0	0	0	0	0	0	0	429	0	0	0

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	13	14	15	16	17	18	19	20	21
										14	15	16	17	18	19	20	21	2
Hearing Impaired Assistive Devices										0	0	0	0	0	0	0	0	
1	EV	[illegible]	RE15	Same	450.00	450	0	1	5	0	0	0	450	0	0	0	0	4
3	AKG	SHORT SHOTGUN MIC	C568	C568-EB	469.00	1,407	2	2	12	0	1,407	0	0	0	0	0	0	
1	EV	4 X 1 MIXER	ELX1	ELX1-A	766.00	766	[illegible]	1	10	0	0	0	0	0	0	0	0	76
1	RANE	4 X 2 MIXER	FPM42	Same	159.00	159	4	4	10	0	159	0	0	0	0	0	0	
1	[illegible]NTA	HEADPHONE AMPLIFIER	RHP1	Same	175.00	175	4	[illegible]	10	0	175	0	0	0	0	0	0	
[illegible]	[illegible]	HEADPHONES		Generic	50.00	50	0	1	3	50	0	0	50	0	0	50	0	
[illegible]	[illegible]AS	MIC STAND W/BOOM	MS-12	Same	81.47	81	0	1	5	0	0	0	81	0	0	0	0	
[illegible]	[illegible]ISTIC	CASSETTE PLAYER	SCP32	Same Catl# 14-600	99.99	100	0	1	2	100	0	100	[illegible]	100	0	100	0	1
[illegible]	[illegible]HEISER	INFRARED EMITTER/TRA	SI1219	Same	1,849.00	12,9[illegible]	4	4	10	0	12,943	0	0	0	0	0	0	
1	RANE	MASTER MODULE	FMM-42	Same	349.00	3[illegible]	4	4	10	0	349	0	0	0	0	0	0	
1	YAMAHA	MIXER, 6-INPUT	M406	6 RANE FM114	349.00	349	4	4	10	0	349	0	0	0	0	0	0	
				1 RANE FMM42	349.00	0	4	4	10	0	0	0	0	0	0	0	0	
				1 RANE FUR10	55.00	0	4	4	10	0	0	0	0	0	0	0	0	
				1 RANE FR58	249.00	0	4	4	10	0	0	0	0	0	0	0	0	
										0	0	0	0	0	0	0	0	
1	SYMETRIX	DUAL COMPERSSOR/LIM	425	Same	579.00	579	4	4	10	0	579	0	0	0	0	0	0	
1	RANE	LINE TRANSFORMER	FLT-22	Same	349.00	349	4	4	10	0	349	0	0	0	0	0	0	
2	SENNHEISER	MODULATOR	SI-1013	Same	1,395.00	2,790	4	4	10	0	2,790	0	0	0	0	0	0	
27	SENNHEISER	INFRARED HEADSET RE	H-200	Same	245.00	6,615	2	2	5	0	0	0	0	6,615	0	0		
22	SENNHEISER	INFRARED HEADSET RE	HDI-405-S	RI-100A	120.00	2,640	0	2	5	0	0	0	0	2,640	0	0	0	
1	SENNHEISER	10 PORT CHARGING STR	L92-10	Same	245.00	245	2	2	10	0	0	0	0	0	0	0	0	
1	SENNHEISER	20 PORT CHARGING STR	L92-20	Same	305.00	305	2	2	10	0	0	0	0	0	0	0	0	
						0				0	0	0	0	0	0	0	0	
Main Sound:										0	0	0	0	0	0	0	0	
1	TEC [illegible]	CD PLAYER	SLP770	Sony CDP-315	315.00	315	2	[illegible]	8	0	0	0	0	0	315	0	0	
4		POWER SWITCH PANEL		Soundoler ACRL-191A	215.56	862	2	2	10	0	0	0	0	0	0	0	0	
4	ADC	24 X 2 TRS PATCH BAY	P-KIT1	Same	198.00	792	2	2	10	0	0	0	0	0	0	0	0	
1	CUSTOM	SPEAKER PATCH 36SPK X [illegible]	P4F	custom built	1,300.00	1,300	2	2	10	0	0	0	0	0	0	0	0	
1	TASCAM	DAT RECORDER	DA30	Same	1,299.00	1,299	2	2	8	0	0	0	0	0	1,299	0	0	
2	OTARI	RACK FOR 5050B	ROLLING RACK	Tascam RTS15	350.00	700	2	2	10	0	0	0	0	0	0	0	0	
1	SOUNDOLIER	ROLLING RACK, 1/2 HEIGHT	RX1-24	Same	551.18	551	2	2	10	0	0	0	0	0	0	0	0	
1	ANDERSON	12 IN X 12 OUT MIXING C	SR6000B	See next 7 lines		0	0	0		0	0	0	0	0	0	0	0	
1	ANDERSON	POWER SUPPLY, CONSOLE		Part of Mixer Console		0	0	0		0	0	0	0	0	0	0	0	
1	ANDERSON	REMOTE CONTROL CONSOLE		Part of Mixer Console		0	0	0		0	0	0	0	0	0	0	0	
1	APPLE	COMPUTER	II PLUS	Part of Mixer Console		0	0	0		0	0	0	0	0	0	0	0	
1				COMPUTER	3,000.00	3,000		5	10	0	0	3,000	0	0	0	0	0	
1				AUTO MIXER	25,000.00	25,000		5	10	0	0	25,000	0	0	0	0		
1				MANUAL MIXER	9,000.00	9,000		5	10	0	0	9,000	0	0	0	0	0	
1				REMOTE MIXER	4,000.00	4,000		5	10	0	0	4,000	0	0	0	0	0	
				Total	41,000.00	0				0	0	0	0	0	0	0	0	
4	ATD/AB SYSTEMS	BIAMPLIFIER	712	712A	1,449.00	5,796	2	2	10	0	0	0	0	0	0	0	0	
2	ATD/AB SYSTEMS	DUAL CHANNEL AMPLIFI	722	722A	1,329.00	2,658	2	2	10	0	0	0	0	0	0	0	0	
5	ATD/AB SYSTEMS	DUAL CHANNEL BIAMP	524	524A	1,449.00	7,245	0	5	10	0	0	7,245	0	0	0	0	0	
1	ATD/AB SYSTEMS	DUAL CHANNEL POWER	422	422A	969.00	969	2	2	10	0	0	0	0	0	0	0	0	
1	ATD/AB SYSTEMS	DUAL CHANNEL POWER	422	422A	969.00	969	2	2	10	0	0	0	0	0	0	0	0	
1	ART	DIGITAL DELAY/EFFECTS MULTIVERB III		472 Alpha SE	549.00	549	3	3	10	549	0	0	0	0	0	0	0	
1	CUSTOM	CONTROL PANEL (HOUSE SYS.)		custom built	500.00	500	0	1	10	0	0	0	0	0	0	0	0	6
1	CUSTOM	CROSSOVER CARDS/CARD CAGE/PS		custom built	1,000.00	1,000	0	1	10	0	0	0	0	0	0	0	0	1,0
1	CUSTOM	VCA CONTROL PANEL		custom built	1,000.00	1,000	0	1	10	0	0	0	0	0	0	0	0	1,0

Seattle Rep. Sound Equipment Inventory

PNTAESTG.XLW
4/21/99

NT	COST EA.	TOTAL COST	LIFE Rem.	ADJ LIFE	LIFE New	13	14	15	16	7	18	19	20	21	22	23	24
						14	15	16	17	18	19	20	21	22	23	24	26
						0	0	0	0	0	0	0	0	0	0	0	0
	450.00	450	0	1	5	0	0	0	450	0	0	0	0	450	0	0	0
	469.00	1,407	2	2	12	0	1,407	0	0	0	0	0	0	0	0	0	0
	766.00	766	0	1	10	0	0	0	0	0	0	0	0	766	0	0	0
	159.00	159	4	4	10	0	159	0	0	0	0	0	0	0	0	0	159
	175.00	175	4	4	10	0	175	0	0	0	0	0	0	0	0	0	175
	50.00	50	0	1	3	50	0	0	50	0	0	50	0	0	50	0	0
	81.47	81	0	1	5	0	0	0	81	0	0	0	0	81	0	0	0
	99.99	100	0	1	2	100	0	100	0	100	0	100	0	100	0	100	0
	1,849.00	12,943	4	4	10	0	12,943	0	0	0	0	0	0	0	0	0	12,943
	349.00	349	4	4	10	0	349	0	0	0	0	0	0	0	0	0	349
	349.00	349	4	4	10	0	349	0	0	0	0	0	0	0	0	0	349
	349.00	0	4	4	10	0	0	0	0	0	0	0	0	0	0	0	0
	55.00	0	4	4	10	0	0	0	0	0	0	0	0	0	0	0	0
	249.00	0	4	4	10	0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	579.00	579	4	4	10	0	579	0	0		0	0	0	0	0	0	579
	349.00	349	4	4	10	0	349	0	0	0	0	0	0	0	0	0	349
	1,395.00	2,790	4	4	10	0	2,790	0	0	0	0	0	0	0	0	0	2,790
	245.00	6,615	2	2	5	0	0	0	0	6,615	0	0	0	0	6,615	0	0
	120.00	2,640	0	2	5	0	0	0	0	2,640	0	0	0	0	2,640	0	0
	245.00	245	2	2	10	0	0	0	0	0	0	0	0	0	245	0	0
	305.00	305	2	2	10	0	0	0	0	0	0	0	0	0	305	0	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	315.00	315	2	2	8	0	0	0	0	0	315	0	0	0	0	0	0
91A	215.56	862	2	2	10	0	0	0	0	0	0	0	0	0	862	0	0
	198.00	792	2	2	10	0	0	0	0	0	0	0	0	0	792	0	0
	1,300.00	1,300	2	2	10	0	0	0	0	0	0	0	0	0	1,300	0	0
	1,299.00	1,299	2	2	8	0	0	0	0	0	1,299	0	0	0	0	0	0
	350.00	700	2	2	10	0	0	0	0	0	0	0	0	0	700	0	0
	551.18	551	2	2	10	0	0	0	0	0	0	0	0	0	551	0	0
		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
ole		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
ole		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
ole		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
	3,000.00	3,000		5	10	0	0	3,000	0	0	0	0	0	0	0	0	0
	25,000.00	25,000		5	10	0	0	25,000	0	0	0	0	0	0	0	0	0
	9,000.00	9,000		5	10	0	0	9,000	0	0	0	0	0		0	0	0
	4,000.00	4,000		5	10	0	0	4,000	0	0	0	0	0	0	0	0	0
Total	41,000.00	0				0	0	0	0	0	0	0	0	0	0	0	0
	1,449.00	5,796	2	2	10	0	0	0	0	0	0	0	0	0	5,796	0	0
	1,329.00	2,658	2	2	10	0	0	0	0	0	0	0	0	0	2,658	0	0
	1,449.00	7,245	0	5	10	0	0	7,245	0	0	0	0	0	0	0	0	0
	969.00	969	2	2	10	0	0	0	0	0	0	0	0		969	0	0
	969.00	969	2	2	10	0	0	0	0	0	0	0	0		969	0	0
	549.00	549	3	3	10	549	0	0	0	0	0	0	0	0	0	549	0
	500.00	500	0	1	10	0	0	0	0	0	0	0	0	500	0	0	0
	1,000.00	1,000	0	1	10	0	0	0	0	0	0	0	0	1,000	0	0	0
	1,000.00	1,000	0	1	10	0	0	0	0	0	0	0	0	1,000	0	0	0

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Real	ADJ LIFE	LIFE New	13 14	14 15	15 16	16 17	17 18	18 19	19 20	20 21	21 22
1	DBX	MAINFRAME	900 SERIES	900A	599.95	600	2	2	10	0	0	0	0	0	0	0	0	0
2	DBX	NOISE RED. DECODER 2	942	[illegible]	269.95	540	2	2	10	0	0	0	0	0	0	0	0	0
2	DBX	NOISE RED.ENCODER,2	941	[illegible]	259.95	520	2	2	10	0	0	0	0	0	0	0	0	0
1	LEXICON	DIGITAL DELAY	92	[illegible]	829.00	829	0	1	10	0	0	0	0	0	0	0	0	829
1	PIONEER	STEREO RECEIVER	SX202	[illegible]	200.00	200	0	1	5	0	0	0	200	0	0	0	0	200
1	RTS	PHONO PREAMP	405	Same	348.00	348	2	2	10	0	0	0	0	0	0	0	0	0
2	WHITE	1/3 OCTAVE EQ	4320	4400	1,100.00	2,200	2	2	10	0	0	0	0	0	0	0	0	0
4	CUSTOM	LOUDSPEAKER	MEDIUM INTENS	EAW FR 153 HR	1,150.00	4,600	0	1	5	0	0	0	4,600	0	0	0	0	4,600
2	CUSTOM	LOUDSPEAKER	HIGH INTENS	EAW FR 253HI	1,850.00	3,700	0	1	5	0	0	0	3,700	0	0	0	0	3,700
12	CUSTOM	LOUDSPEAKER	LOW INTENS	EAW UB [illegible]	220.00	2,640	0	1	5	0	0	0	2,640	0	0	0	0	2,640
2	JBL	MONITOR 3-WAY	4401	4401-A	462.00	924	1	1	8	0	0	0	0	924	0	0	0	0
1	JBL	SUBWOOFER	128H	128H-1	175.00	175	1	1	8	0	0	0	0	175	0	0	0	0
1	NAKAMICHI	CASSETTE RECORDER	MR1	Denon DN790R	950.00	950	1	1	8	0	0	0	0	950	0	0	0	0
1	NAKAMICHI	REMOTE CONTROL	RM5	CUSTOM	150.00	150	1	1	10	0	0	0	0	0	0	0	0	150
1	OTARI	2 CHANNEL TAPE DECK	MX5050B-II	MX5050B-III	3,459.00	3,459	2	2	10	0	0	0	0	0	0	0	0	0
2	OTARI	4TRACK TAPE RECORDE	MX5050BQ-II	MX5050BQ-III	5,418.00	10,836	2	2	10	0	0	0	0	0	0	0	0	0
2	OTARI	AUTOLOCATOR	CB-116/ZA54C	incl. w/ MX5050 series	N/App					0	0	0	0	0	0	0	0	0
1	TECHNICS	CASSETTE RECORDER	RSB105	Sony 615 3-Head Deck	350.00	350	0	1	5	0	0	0	350	0	0	0	0	350
1	TECHNICS	CASSETTE RECORDER,	RST920	Technics 575	250.00	250	0	1	3	250	0	0	250	0	0	250	0	0
1	DUAL	TURNTABLE	CS741Q	CS750	750.00	750	2	2	10	0	0	0	0	0	0	0	0	0
1	STANTON	PHONOGRAPH CARTRIDGE		Shure BC-90	126.00	[illegible]	0	1	4	126	0	0	0	126	0	0	0	126
	CUSTOM	MAIN CENTER SPEAKER CLUSTER		1-EAW KF695iR	2,995.00	0	1	1	5	0	0	0	0	0	0	0	0	0
				2-EAW KF650siR	2,915.00	0	1	1	5	0	0	0	0	0	0	0	0	0
				1-EAW SB528PD2	1,950.00	0	1	1	5	0	0	0	0	0	0	0	0	0
				1-EAW MX800i-653	2,890.00	0	1	1	5	0	0	0	0	0	0	0	0	0
20	CUSTOM	UNDERBALCONY DELAY SPEAKERS		EAW LB/CX2X0	200.00	4,000	1	1	5	0	0	0	4,000	0	0	0	0	4,000
						0				0	0	0	0	0	0	0	0	0
	Page/Monitor System:									0	0	0	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	0	0	0	0	0	0	0	0
1		POWER SWITCH PANEL		Soundolier ACRL-191A	215.56	216	2	2	10	0	0	0	0	0	0	0	0	0
1	SOUNDOLIER	ATTENUATOR PANEL (4	AT-XX	AT-35	36.42	36	2	2	10	0	0	0	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	320B	6500T/36	774.00	774	2	2	10	0	0	0	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	0	0	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	0	0	0	0	0	0	0	0
4	ALTEC	LIMITER AMPLIFIER	1612B	See next 3 lines		0	0	0		0	0	0	0	0	0	0	0	0
				1 Rane FPM42 and	429.00	0			10	0	0	0	0	0	0	0	0	0
				1 Rane FSC22 and	399.00	0			10	0	0	0	0	0	0	0	0	0
				1 FTT2	39.00	0			10	0	0	0	0	0	0	0	0	0
4										0	0	0	0	0	0	0	0	400
1	ALTEC	25 X 3POS SELECTOR SWITCH		CUSTOM	400.00	400	0	1	10	0	0	0	443	0	0	0	0	443
6	ELECTROVOICE	PUSH-TO-TALK PAGING	600EL	Shure 404B	73.75	443	0	1	5	0	0	0	0	0	0	0	0	0
NC		DRESSING ROOM SPEAKERS ***								0	0	0	0	0	0	0	0	0
	Miscellaneous:									60	0	0	60	0	0	60	0	0
1	REALISTIC	TURBO STEREO AMPLIFI [illegible]A10		Realistic Amplifier	59.99	60	0	1	3	0	0	0	0	0	0	0	0	0
				cat # 31-1957		0				0	0	0	0	0	0	0	0	3,500
1	CUSTOM	STAGE MANAGERS PANEL *		CUSTOM	3,500.00	3,500	1	1	10	0	0	0	0	0	0	0	0	1,000
1	CUSTOM	REMOTE STAGE MANAGERS PANEL *		CUSTOM	1,000.00	1,000	1	1	10	0	0	0	0	0	0	0	0	7,500
1	CUSTOM	PRODUCTION CONTROL PA[illegible] *		CUSTOM	7,500.00	7,500	1	1	10	0	0	0	0	0	0	0	0	3,750
15	CUSTOM	JACK PLATES "A-PLATES"		CUSTOM	250.00	3,750	1	1	10	0	0	0	0	0	0	0	0	
		Total Cash Cost Allocated by Year through lease				823,955				8,435	19,294	48,961	38,551	21,443	2,814	3,046	194	68,907

* Cost includes cabinet and components not listed elsewhere (ie lobby chimes, cue light control circuitry etc.)
Other components of these panels [illegible] listed as part of their respective systems
** Price includes $400.00 for custom modifications to interface to page/monitor system.
*** SRT is to provide count and replacement information.

Seattle Rep. Sound Equipment Inventory

PRTATS75.XLW
4/21/96

COST EA.	TOTAL COST	LIFE Rem.	ADJ LIFE	LIFE New	13	14	15	16	17	18	19	20	21	22	23	24
					14	16	16	17	18	19	20	21	22	23	24	25
599.95	600	2	2	10	0	0	0	0	0	0	0	0	0	600	0	0
269.95	540	2	2	10	0	0	0	0	0	0	0	0	0	540	0	0
259.95	520	2	2	10	0	0	0	0	0	0	0	0	0	520	0	0
829.00	829	0	1	10	0	0	0	0	0	0	0	0	829	0	0	0
200.00	200	0	1	5	0	0	0	200	0	0	0	0	200	0	0	0
348.00	348	2	2	10	0	0	0	0	0	0		0	0	348	0	0
1,100.00	2,200	2	2	10	0	0	0	0	0	0	0	0	0	2,200	0	0
1,150.00	4,600	0	1	5	0	0	0	4,600	0	0	0	0	4,600	0	0	0
1,850.00	3,700	0	1	5	0	0	0	3,700	0	0	0	0	3,700	0	0	0
220.00	2,640	0	1	5	0	0	0	2,640	0	0	0	0	2,640	0	0	0
462.00	924	1	1	8	0	0	0	0	924	0	0	0	0	0	0	0
175.00	175	1	1	8	0	0	0	0	175	0	0	0	0	0	0	0
950.00	950	1	1	8	0	0	0	0	950	0	0	0	0	0	0	0
150.00	150	1	1	10	0	0	0	0	0	0	0	0	150	0	0	0
3,459.00	3,459	2	2	10	0	0	0	0	0	0	0	0	0	3,459	0	0
5,418.00	10,836	2	2	10	0	0	0	0	0	0	0	0	0	10,836	0	0
N/App					0	0	0	0	0	0	0	0	0	0	0	0
350.00	350	0	1	5	0	0	0	350	0	0	0	0	350	0	0	0
250.00	250	0	1	3	250	0	0	250	0	0	250	0	0	250	0	0
750.00	750	2	2	10	0	0	0	0	0	0	0	0	0	750	0	0
126.00	126	0	1	4	126	0	0	0	126	0	0	0	126	0	0	0
2,995.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
2,915.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
1,950.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
2,890.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
200.00	4,000	1	1	5	0	0	0	4,000	0	0	0	0	4,000	0	0	0
	0				0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
1,064.00	1,064	2	2	10	0	0	0	0	0	0	0	0	0	1,064	0	0
215.56	216	2	2	10	0	0	0	0	0	0	0	0	0	216	0	0
36.42	36	2	2	10	0	0	0	0	0	0	0	0	0	36	0	0
774.00	774	2	2	10	0	0	0	0	0	0		0	0	774	0	0
1,064.00	1,064	2	2	10	0	0	0	0	0	0	0	0	0	1,064	0	0
1,064.00	1,064	2	2	10	0	0	0	0	0	0	0	0	0	1,064	0	0
	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
429.00	0			10	0	0	0	0	0	0	0	0	0	0	0	0
399.00	0			10	0	0	0	0	0	0	0	0	0	0	0	0
39.00	0			10	0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
400.00	400	0	1	10	0	0	0	0	0	0	0	0	400	0	0	0
73.75	443	0	1	5	0	0	0	443	0	0	0	0	443	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
59.99	60	0	1	3	60	0	0	60	0	0	60	0	0	60	0	0
	0				0	0	0	0	0	0	0	0	0	0	0	0
3,500.00	3,500	1	1	10	0	0	0	0	0	0	0	0	3,500	0	0	0
1,000.00	1,000	1	1	10	0	0	0	0	0	0	0	0	1,000	0	0	0
7,500.00	7,500	1	1	10	0	0	0	0	0	0	0	0	7,500	0	0	0
250.00	3,750	1	1	10	0	0	0	0	0	0	0	0	3,750	0	0	0
	823,955				8,435	19,294	48,961	38,551	21,443	2,814	3,046	194	66,907	62,144	5,979	17,387

light control circuitry etc.)

em.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25 26	26 27	27 28	28 29	29 30
Cable and Accessories:														
66	ADC	TRS PATCH CABLE	PJ82 (TYPICAL)	Bantam BK3B	19.00	1,254	3	3	10	0	0	0	0	0
4		P4-BARE END ADAPTERS		Same	20.00	80	3	3	10	0	0	0	0	0
2		P4-CABLES APPROX 50'		Same	70.85	142	3	3	10	0	0	0	0	0
8		P4-P4 JUMPERS		Same	48.24	386	3	3	10	0	0	0	0	0
2		P4F TO P4M X2 TWOFERS		Same	57.88	116	3	3	10	0	0	0	0	0
40	VAR	25' MIC CABLE	MIC CABLE	Whirlwind	19.00	760	1	1	5	0	760	0	0	0
20	VAR	SPEAKER CABLE P4-P4		M & F plugs/ Wire	70.85	1,417	3	3	10	0	0	0	0	0
1		15 PR MIC SNAKE 100'		2- 50' 16 cond.	277.73	273	3	3	10	0	0	0	0	0
10		TRS TO XLR		Same	25.00	250	3	3	10	0	0	0	0	0
1		LOT TAPE ACCESSORIES		Same	300.00	300	0	1	5	0	300	0	0	0
1		LOT XLR, 1/4" CABLES		Same	80.00	80	0	1	5	0	80	0	0	0
4	ADC	24 X 2 TRS PATCHBAY		Same	198.00	792	3	3	10	0	0	0	0	0
										0	0	0	0	0
Portable Equipm. Microphones														
1	ASTATIC	PUSH-TO-TALK PAGING	611	Shure 404B	73.75	74	0	1	5	0	74	0	0	0
1	AT	SHOCK MOUNT MIC	AT8410A	Same	60.00	60	2	2	10	0	0	0	0	0
1	BEYER	DYNAMIC LAV MIC	M111	MCE 5.15	374.00	374	0	1	5	0	374	0	0	0
2	BEYER	MINI LAV MIC	MCE5.15N(C)	MCE 5.15	374.00	748	1	1	5	0	748	0	0	0
2	BEYER	RIBBON MIC	M260N	Same	414.00	828	2	2	5	0	0	828	0	0
4	ELECTROVOICE	DYNAMIC CARDIOID MIC	RE18	Same	450.00	1,800	0	1	5	0	1,800	0	0	0
3	ELECTROVOICE	DYNAMIC OMNI	635A	Same	142.00	426	0	1	5	0	426	0	0	0
2	ELECTROVOICE	MIC	664	SHURE SM58	213.00	426	0	1	5	0	426	0	0	0
2	ELECTROVOICE	MIC	RE20	Same	597.00	1,194	1	1	5	0	1,194	0	0	0
4	ELECTROVOICE	MIC MOUSE	[illegible]	Same	31.50	126	0	1	2	126	0	126	0	126
2	ELECTROVOICE	PUSH-TO-TALK PAGING	[illegible]	Shure 404B	73.75	148	0	1	5	0	148	0	0	0
1	ELECTROVOICE	PUSH-TO-TALK PAGING	621L	Same	196.80	197	0	1	5	0	197	0	0	0
1	ELECTROVOICE	SHORT SHOTGUN	644	DL-42	857.00	857	0	1	8	857	0	0	0	0
10	KM	MIC STAND - VIBRATION ISO BASE		20000B	115.00	1,150	0	1	5	0	1,150	0	0	0
1	SHURE	MIC MIXER	M67	M267	535.00	535	0	1	8	535	0	0	0	0
1	SHURE	PAGING MIC	450	Same	101.25	101	0	1	5	0	101	0	0	0
2	SHURE	PUSH-TO-TALK PAGING	401B	Same	54.00	108	0	1	5	0	108	0	0	0
1	COUNTRYMAN	MIC FOR WIRELESS	MEMWF05BTS	Same	194.00	194	0	1	1	194	194	194	194	194
1	TELEX	RECEIVER 183.8	FMR2	FMR-100	567.00	567	2	2	8	0	567	0	0	0
1	TELEX	TRANSMITTER 183.8	WT80	Same	439.00	439	2	2	8	0	439	0	0	0
										0	0	0	0	0
Portable Equipment, Mixer:														
2	REALISTIC	FOUR CHANNEL MIC MIX	32-1105A	Same	139.99	280	0	1	3	280	0	0	280	0
										0	0	0	0	0
Portable Equipment, Power Amplifiers:														
2	AT/DAB SYSTEMS	TRIAMP (IN HIGH INTENS	713	713A	1,749.00	3,498	2	2	10	0	0	0	0	0
1	CROWN	DUAL CHANNEL POWER	D150	D150A-II	995.00	995	0	1	10	0	0	0	0	0
1	CROWN	DUAL CHANNEL POWER	DC300A	DC300A-II	1,295.00	1,295	0	1	10	0	0	0	0	0
2	PHASE LINEAR	DUAL CHANNEL POWER	300 SERIES 2	Fender SPL-6000	719.00	1,438	0	1	10	0	0	0	0	0
										0	0	0	0	0
Portable Sound Processing Equipment:														
1	BOSE	PROCESSOR	802 C	802 II C	550.00	550	0	1	6	550	0	0	0	0
1	BOSE	PROCESSOR (EQUALIZE	802 E EQ	802 II C	550.00	550	0	1	6	550	0	0	0	0
1	CUSTOM	REMOTE VCA CONTROL (FOH SYS)		custom built	300.00	300	0	1	6	300	0	0	0	0
1	DBX	NOISE REDUCTION SYST	224	140x	319.95	320	0	1	8	320	0	0	0	0

Seattle Rep. Sound Equipment Inventory

TAL COST*	LIFE Rem.	ALT LIFE	LIFE New	25 26	26 27	27 28	28 29	29 30
19.00	1,254	3	3	10	0	0	0	0	0
20.00	80	3	3	10	0	0	0	0	0
70.85	142	3	3	10	0	0	0	0	0
40.24	386	3	3	10	0	0	0	0	0
57.88	116	3	3	10	0	0	0	0	0
19.00	760	1	1	5	0	760	0	0	0
70.85	1,417	3	3	10	0	0	0	0	0
277.73	278	3	3	10	0	0	0	0	0
25.00	250	3	3	10	0	0	0	0	0
300.00	300	0	1	5	0	300	0	0	0
80.00	80	0	1	5	0	80	0	0	0
198.00	792	3	3	10	0	0	0	0	0
					0	0	0	0	0
73.75	74	0	1	5	0	74	0	0	0
60.00	60	2	2	10	0	0	0	0	0
374.00	374	0	1	5	0	374	0	0	0
374.00	748	1	1	5	0	748	0	0	0
414.00	828	2	2	5	0	0	828	0	0
450.00	1,800	0	1	5	0	1,800	0	0	0
142.00	426	0	1	5	0	426	0	0	0
213.00	426	0	1	5	0	426	0	0	0
597.00	1,194	1	1	5	0	1,194	0	0	0
31.50	126	0	1	2	126	0	126	0	126
73.75	148	0	1	5	0	148	0	0	0
196.80	197	0	1	5	0	197	0	0	0
857.00	857	0	1	8	857	0	0	0	0
115.00	1,150	0	1	5	0	1,150	0	0	0
535.00	535	0	1	8	535	0	0	0	0
101.25	101	0	1	5	0	101	0	0	0
54.00	108	0	1	5	0	108	0	0	0
194.00	194	0	1	1	194	194	194	194	194
567.00	567	2	2	8	0	567	0	0	0
439.00	439	2	2	8	0	439	0	0	0
					0	0	0	0	0
139.99	280	0	1	3	280	0	0	280	0
					0	0	0	0	0
1,749.00	3,498	2	2	10	0	0	0	0	0
995.00	995	0	1	10	0	0	0	0	0
1,295.00	1,295	0	1	10	0	0	0	0	-
719.00	1,438	0	1	10	0	0	0	0	0
					0	0	0	0	0
550.00	550	0	1	6	550	0	0	0	0
550.00	550	0	1	6	550	0	0	0	0
300.00	300	0	1	6	300	0	0	0	
319.95	320	0	1	8	320	0	0	0	

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Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25	26	27	28	29
										26	27	28	29	30
Portable Equipment, Speakers:										0	0	0	0	0
3	ALTEC	12" COAX (2ND STAGE)	SPEAKER	Fender SPL2912	720.00	2,160	0	1	5	0	2,160	0	0	0
1	ALTEC	A7 SPEAKER	A7	Fender	1,200.00	1,200	0	1	5	0	1,200	0	0	0
10	ARGOS	SPKR BAFFLES 12" TO 4"	VAR	Soundoker	25.00	250	0	1	3	250	0	0	250	0
2	BOSE	SPEAKER	802	802 II	998.00	1,996	1	1	5	0	1,996	0	0	0
1	HISONIC	3 WAY SPEAKER	HS2003	Realistic Optimus-660	49.97	50	0	1	2	50	0	50	0	50
				cat # 40-1122		0				0	0	0	0	0
1	PEAVY	PERSONAL MONITOR	IMPULSE 2	Same	129.99	130	0	1	5	0	520	0	0	0
2	REALISTIC	BOOKSHELF SPEAKER	MC1800	Realistic Minimus-26	14.97	30	0	1	2	30	0	30	0	30
				cat # 40-226		0				0	0	0	0	0
2	HISONIC	DIECAST MINI SPEAKER	HS5000	Realistic Minimus-7	19.97	40	0	1	3	40	0	0	40	0
				cat # 40-2030		0				0	0	0	0	0
1	REALISTIC	CAR SPEAKER IN BOX W 1/4" JACK		Realitic 30 Watt Spkr	15.97	16	0	1	2	16	0	16	0	16
				cat # 40-1297		0				0	0	0	0	0
Portable Equipment, Microphone Stands and booms:										0	0	0	0	0
1	ATLAS	BOOM	BB77	Same	27.50	28	0	1	5	0	28	0	0	0
2	ATLAS 7	DESK MIC STAND	DS-7	Same	17.01	34	0	1	5	0	34	0	0	0
1	KM	BOOM FOR MIC STAND		211308	29.00	29	0	1	5	0	29	0	0	0
2	KM	SHORT STAND		259108	69.00	138	0	1	5	0	138	0	0	0
2	KM	TALL STAND W/BOOM		211308	90.00	180	0	1	5	0	180	0	0	0
Portable Sound Reproduction Equipment:										0	0	0	0	0
2	REALISTIC	CASETTE PLAYER	SCP32	Same cat # 14-660	99.99	200	0	1	2	200	0	200	0	200
1	TEAC	REEL TO REEL 10" 1/4 TRK	2CH	Tascam 32	1,799.00	1,799	0	1	8	1,799	0	0	0	0
Test Equipment										0	0	0	0	0
1	TEKTRONIX	60 MHZ SCOPE	2213	TAS465 100MHZ	1,995.00	1,995	2	2	10	0	0	0	0	0
Intercom Equipment										0	0	0	0	0
11	CLEAR-COM	PORTABLE SPEAKER ST	KB111/KB111A	KB111A WITH PBOX	466.00	5,126	2	2	10	0	0	0	0	0
9	CLEAR-COM	HANDSETS (PHONE TYP	HS-6	Same	90.00	810	0	1	5	0	810	0	0	0
2	SHURE	LIGHTWEIGHT HEADSET	SM12A	SM12A-CN	216.50	433	0	1	5	0	433	0	0	0
1	TELEX	LIGHTWEIGHT HEADSET	PH-8	Same	126.00	126	0	1	5	0	126	0	0	0
6	TELEX	HEADSETS	CS-75	PH1	126.00	756	0	1	5	0	756	0	0	0
3	TELEX	HEADSETS	PH-1	Same	126.00	378	1	1	5	0	378	0	0	0
3	CLEAR-COM	HEADSETS	CC240	TELEX PH2	155.00	465	0	1	5	0	465	0	0	0
10	BEYER	HEADSETS	DT-108	Same	304.00	3,040	0	1	5	0	3,040	0	0	0
5	TELEX	HEADSETS (NON-FUNCT	CS-75	PH-1	126.00	630	0	1	5	0	630	0	0	0
1	TELEX	DOUBLE MUFF HEADSET	CS-61	PH-2	155.00	155	0	1	5	0	155	0	0	0
4	CLEAR-COM	BELTPACK (DUAL CHAN	CS-100A	RS-502	299.00	1,196	0	1	8	1,196	0	0	0	0
9	CLEAR-COM	BELTPACKS	RS-100A	RS-510	215.00	1,935	0	1	8	1,935	0	0	0	0
7	CLEAR-COM	BELTPACK	RS-501	Same	215.00	1,505	1	1	8	1,505	0	0	0	0
1	CLEAR-COM	REMOTE STATION** (PC	RM-400	RM-400A	995.00	995	0	1	10	0	0	0	0	0
1	CLEAR-COM	MAIN STATION** (SM CO	SB-412	Same	1,981.00	1,981	1	.	10	0	0	0	0	0
1	CLEAR-COM	REMOTE STATION** (SM	RM400	RM400A	995.00	995	2	.	10	0	0	0	0	0
1	CLEAR-COM	2 CHANNEL REMOTE ST	RM-120	RM-220	645.00	645	2	2	10	0	0	0	0	0
1	PNTA	STAGE MANAGER'S INTERCOM STATION		CLEAR-COM CS-222	730.00	730	0	1	10	0	0	0	0	0
1	PNTA	BLUE BOX* AUX. REM. POWER SUPPLY		Same	190.00	190	0	1	10	0	0	0	0	0
5	CLEAR-COM	2 CHANNEL SELECTABLE	WP-2	Same	38.00	190	1	1	10	0	0	0	0	0
1	CLEAR-COM	POWER SUPPLY	PS-10	PS-22	429.00	429	0	1	10	0	0	0	0	0

Seattle Rep. Sound Equipment Inventory

COST EA	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25	26	27	28	29
					26	27	28	29	30
					0	0	0	0	0
720.00	2,160	0	1	5	0	2,160	0	0	0
1,200.00	1,200	0	1	5	0	1,200	0	0	0
25.00	250	0	1	3	250	0	0	250	0
998.00	1,996	1	1	5	0	1,996	0	0	0
49.97	50	0	1	2	50	0	50	0	50
	0				0	0	0	0	0
129.99	520	0	1	5	0	520	0	0	0
14.97	30	0	1	2	30	0	30	0	30
	0				0	0	0	0	0
19.97	40	0	1	3	40	0	0	40	0
	0				0	0	0	0	0
15.97	16	0	1	2	16	0	16	0	16
	0				0	0	0	0	0
					0	0	0	0	0
27.50	28	0	1	5	0	28	0	0	0
17.01	34	0	1	5	0	34	0	0	0
29.00	29	0	1	5	0	29	0	0	0
69.00	138	0	1	5	0	138	0	0	0
90.00	180	0	1	5	0	180	0	0	0
					0	0	0	0	0
99.99	200	0	1	2	200	0	200	0	200
1,799.00	1,799	0	1	8	1,799	0	0	0	0
					0	0	0	0	0
1,995.00	1,995	2	2	10	0	0	0	0	0
					0	0	0	0	0
465.00	5,126	2	2	10	0	0	0	0	0
90.00	810	0	1	5	0	810	0	0	0
216.50	433	0	1	5	0	433	0	0	0
126.00	126	0	1	5	0	126	0	0	0
126.00	756	0	1	5	0	756	0	0	0
126.00	378	1	1	5	0	378	0	0	0
155.00	465	0	1	5	0	465	0	0	0
304.00	3,040	0	1	5	0	3,040	0	0	0
126.00	630	0	1	5	0	630	0	0	0
155.00	155	0	1	5	0	155	0	0	0
299.00	1,196	0	1	8	1,196	0	0	0	0
215.00	1,935	0	1	8	1,935	0	0	0	0
215.00	1,505	1	1	8	1,505	0	0	0	0
995.00	995	0	1	10	0	0	0	0	0
1,981.00	1,981	1	1	10	0	0	0	0	0
995.00	995	2	2	10	0	0	0	0	0
645.00	645	2	2	10	0	0	0	0	0
730.00	730	0	1	10	0	0	0	0	0
190.00	190	0	1	10	0	0	0	0	0
38.00	190	1	1	10	0	0	0	0	0
429.00	429	0	1	10	0	0	0	0	0

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Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25 26	26 27	27 28	28 29	29 30
Infrared Hearing Impaired Assistive System:										0	0	0	0	0
1	EV	MIC	RE18	Same	450.00	450	0	1	5	0	450	0	0	0
3	AKG	SHORT SHOTGUN MIC	C568	C568-EB	469.00	1,407	2	2	12	0	1,407	0	0	0
1	EV	4 X 1 MIXER	ELX1	ELX1-A	766.00	766	0	1	10	0	0	0	0	0
1	RANE	4 X 2 MIXER	FPM42	Same	159.00	159	4	4	10	0	0	0	0	0
1	PINTA	HEADPHONE AMPLIFIER	RHP1	Same	175.00	175	4	4	10	0	0	0	0	0
1	COLUMBIA	HEADPHONES		Generic	50.00	50	0	1	3	50	0	0	50	0
1	ATLAS	MIC STAND W/BOOM	MS-12	Same	81.47	81	0	1	5	0	81	0	0	0
1	REALISTIC	CASSETTE PLAYER	SCP32	Same Cat# 14-660	99.99	100	0	1	2	100	0	100	0	100
7	SENNHEISER	INFRARED EMITTER/TRA	SI1219	Same	1,849.00	12,943	4	4	10	0	0	0	0	0
1	RANE	MASTER MODULE	FMM-42	Same	349.00	349	4	4	10	0	0	0	0	0
1	YAMAHA	MIXER, 6-INPUT	M406	6 RANE FM1*4	349.00	349	4	4	10	0	0	0	0	0
				1 RANE FMM42	349.00	0	4	4	10	0	0	0	0	0
				1 RANE FUR10	55.00	0	4	4	10	0	0	0	0	0
				1 RANE FR58	249.00	0	4	4	10	0	0	0	0	0
1	SYMETRIX	DUAL COMPERSSOR/LIM	425	Same	579.00	579	4	4	10	0	0	0	0	0
1	RANE	LINE TRANSFORMER	FLT-22	Same	349.00	349	4	4	10	0	0	0	0	0
2	SENNHEISER	MODULATOR	SI-1013	Same	1,395.00	2,790	4	4	10	0	0	0	0	0
27	SENNHEISER	INFRARED HEADSET RE	HI-200	Same	245.00	6,615	2	2	5	0	0	6,615	0	0
22	SENNHEISER	INFRARED HEADSET RE	HDI-405-S	RI-100A	120.00	2,640	0	2	5	0	0	2,640	0	0
1	SENNHEISER	10 PORT CHARGING STR	L92-10	Same	245.00	245	2	2	10	0	0	0	0	0
1	SENNHEISER	20 PORT CHARGING STR	L92-20	Same	305.00	305	2	2	10	0	0	0	0	0
						0				0	0	0	0	0
Main Sound:										0	0	0	0	0
1	TECHNICS	CD PLAYER	SLP770	Sony CDP-315	315.00	315	2	2	8	0	315	0	0	0
4		POWER SWITCH PANEL		Soundator ACHL-191A	215.56	862	2	2	10	0	0	0	0	0
4	ADC	24 X 2 TRS PATCH BAY	P-KI11	Same	198.00	792	2	2	10	0	0	0	0	0
1	CUSTOM	SPEAKER PATCH 36SPK X 8 P4F		custom built	1,300.00	1,300	2	2	10	0	0	0	0	0
1	TASCAM	DAT RECORDER	DA30	Same	1,299.00	1,299	2	2	8	0	1,299	0	0	0
2	OTARI	RACK FOR 5050B	ROLLING RACK	Tascam R7S15	350.00	700	2	2	10	0	0	0	0	0
1	SOUNDOLIER	ROLLING RACK, 1/2 HEIG	RX1-24	Same	551.18	551	2	2	10	0	0	0	0	0
1	ANDERSON	12 IN X 12 OUT MIXING C	SR6000B	See next 7 lines		0	0	0		0	0	0	0	0
1	ANDERSON	POWER SUPPLY, CONSOLE		Part of Mixer Console		0	0	0		0	0	0	0	0
1	ANDERSON	REMOTE CONTROL CONSOLE		Part of Mixer Console		0	0	0		0	0	0	0	0
1	APPLE	COMPUTER	II PLUS	Part of Mixer Console		0	0	0		0	0	0	0	0
1				COMPUTER	3,000.00	3,000		5	10	3,000	0	0	0	0
1				AUTO MIXER	25,000.00	25,000		5	10	25,000	0	0	0	0
				MANUAL MIXER	9,000.00	9,000		5	10	9,000	0	0	0	0
				REMOTE MIXER	4,000.00	4,000		5	10	4,000	0	0	0	0
				Total	41,000.00	0				0	0	0	0	0
4	ATD/AB SYSTEMS	BIAMPLIFIER	712	712A	1,449.00	5,796	2	2	10	0	0	0	0	0
2	ATD/AB SYSTEMS	DUAL CHANNEL AMPLIFI	722	722A	1,329.00	2,658	2	2	10	0	0	0	0	0
5	ATD/AB SYSTEMS	DUAL CHANNEL BIAMP	524	524A	1,449.00	7,245	0	5	10	7,245	0	0	0	0
1	ATD/AB SYSTEMS	DUAL CHANNEL POWER	422	422A	969.00	969	2	2	10	0	0	0	0	0
1	ATD/AB SYSTEMS	DUAL CHANNEL POWER	422	422A	969.00	969	2	2	10	0	0	0	0	0
1	ART	DIGITAL DELAY(EFFECTS MULTIVERB III		472 Alpha SE	543.00	549	3	3	10	0	0	0	0	0
1	CUSTOM	CONTROL PANEL (HOUSE SYS.)		custom built	500.00	500	0	1	10	0	0	0	0	0
1	CUSTOM	CROSSOVER CARDS/CARD CAGE/PS		custom built	1,000.00	1,000	0	1	10	0	0	0	0	0
1	CUSTOM	VCA CONTROL PANEL		custom built	1,000.00	1,000	0	1	10	0	0	0	0	0

Seattle Rep. Sound Equipment Inventory

	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25	26	27	28	29
						26	27	28	29	30
						0	0	0	0	0
	450.00	450	0	1	5	0	450	0	0	0
	469.00	1,407	2	2	12	0	1,407	0	0	0
	766.00	766	0	1	10	0	0	0	0	0
	159.00	159	4	4	10	0	0	0	0	0
	175.00	175	4	4	10	0	0	0	0	0
	50.00	50	0	1	3	50	0	0	50	0
	81.47	81	0	1	5	0	81	0	0	0
	99.99	100	0	1	2	100	0	100	0	100
	1,849.00	12,943	4	4	10	0	0	0	0	0
	349.00	349	4	4	10	0	0	0	0	0
	349.00	349	4	4	10	0	0	0	0	0
	349.00	0	4	4	10	0	0	0	0	0
	55.00	0	4	4	10	0	0	0	0	0
	249.00	0	4	4	10	0	0	0	0	0
						0	0	0	0	0
	579.00	579	4	4	10	0	0	0	0	0
	349.00	349	4	4	10	0	0	0	0	0
	1,395.00	2,790	4	4	10	0	0	0	0	0
	245.00	6,615	2	2	5	0	0	6,615	0	0
	120.00	2,640	0	2	5	0	0	2,640	0	0
	245.00	245	2	2	10	0	0	0	0	0
	305.00	305	2	2	10	0	0	0	0	0
		0				0	0	0	0	0
						0	0	0	0	0
	315.00	315	2	2	5	0	315	0	0	0
1A	215.56	862	2	2	10	0	0	0	0	0
	198.00	792	2	2	10	0	0	0	0	0
	1,300.00	1,300	2	2	10	0	0	0	0	0
	1,299.00	1,299	2	2	8	0	1,299	0	0	0
	350.00	700	2	2	10	0	0	0	0	0
	551.18	551	2	2	10	0	0	0	0	0
		0	0	0		0	0	0	0	0
o		0	0	0		0	0	0	0	0
e		0	0	0		0	0	0	0	0
o		0	0	0		0	0	0	0	0
	1,000.00	3,000		5	10	3,000	0	0	0	0
	25,000.00	25,000		5	10	25,000	0	0	0	0
	9,000.00	9,000		5	10	9,000	0	0	0	0
	4,000.00	4,000		5	10	4,000	0	0	0	0
Total	41,000.00	0				0	0	0	0	0
	1,449.00	5,796	2	2	10	0	0	0	0	0
	1,329.00	2,658	2	2	10	0	0	0	0	0
	1,449.00	7,245	0	5	10	7,245	0	0	0	0
	969.00	969	2	2	10	0	0	0	0	0
	969.00	969	2	2	10	0	0	0	0	0
	549.00	549	3	3	10	0	0	0	0	0
	500.00	500	0	1	10	0	0	0	0	0
	1,000.00	1,000	0	1	10	0	0	0	0	0
	1,000.00	1,000	0	1	10	0	0	0	0	0

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Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25	26	27	28	29
										26	27	28	29	30
1	DBX	MAINFRAME	900 SERIES	900A	599.95	600	2	2	10	0	0	0	0	0
2	DBX	NOISE RED DECODER 2	942	942A	269.95	540	2	2	10	0	0	0	0	0
2	DBX	NOISE RED ENCODER,2	941	941a	259.95	520	2	2	10	0	0	0	0	0
1	LEXICON	DIGITAL DELAY	92	Rane AD27-B	829.00	829	0	1	10	0	0	0	0	0
1	PIONEER	STEREO RECEIVER	SX202	GENERIC	200.00	200	0	1	5	0	200	0	0	0
1	RTS	PHONO PREAMP	405	Same	348.00	348	2	2	10	0	0	0	0	0
2	WHITE	1/3 OCTAVE EQ	4320	4400	1,100.00	2,200	2	2	10	0	0	0	0	0
4	CUSTOM	LOUDSPEAKER	MEDIUM INTENS	EAW FR 153 HR	1,150.00	4,600	0	1	5	0	4,600	0	0	0
2	CUSTOM	LOUDSPEAKER	HIGH INTENS	EAW FR 253Hi	1,850.00	3,700	0	1	5	0	3,700	0	0	0
12	CUSTOM	LOUDSPEAKER	LOW INTENS	EAW UB 12	220.00	2,640	0	1	5	0	2,640	0	0	0
2	JBL	MONITOR 3-WAY	4101	4401-A	462.00	924	1	1	8	924	0	0	0	0
1	JBL	SUBWOOFER	128H	[illegible]	175.00	175	1	1	8	175	0	0	0	0
1	NAKAMICHI	CASSETTE RECORDER	MR1	[illegible] ON790R	950.00	950	1	1	8	950	0	0	0	0
1	NAKAMICHI	REMOTE CONTROL	RM5	[illegible] OM	150.00	150	1	1	10	0	0	[illegible]	0	0
1	OTARI	2 CHANNEL TAPE DECK	MX5050B-II	MX5050B-III	3,459.00	3,459	2	2	10	0	0	0	0	0
2	OTARI	4TRACK TAPE RECORDE	MX5050BQ-II	MX5050BQ-III	5,418.00	10,836	2	2	10	0	0	0	0	0
2	OTARI	AUTOLOCATOR	CB-116/ZA54C	incl w/ MX5050 series	N/App					0	0	0	0	0
1	TECHNICS	CASSETTE RECORDER	RSB105	Sony 615 3-Head Deck	350.00	350	0	1	5	0	350	0	0	0
1	TECHNICS	CASSETTE RECORDER,	RST920	Technics 575	250.00	250	0	1	3	250	0	0	250	0
1	DUAL	TURNTABLE	CS741Q	CS750	750.00	750	2	2	10	0	0	0	0	0
1	STANTON	PHONOGRAPH CARTRIDGE		Shure BC-90	126.00	126	0	1	4	126	0	0	0	126
	CUSTOM	MAIN CENTER SPEAKER CLUSTER		1-EAW KF695sR	2,995.00	0	1	1	5	0	0	0	0	0
				2-EAW KF650sR	2,915.00	0	1	1	5	0	0	0	0	0
				1-EAW SB528PD2	1,950.00	0	1	1	5	0	0	0	0	0
				1-EAW MX800i-650	2,890.00	0	1	1	5	0	0	0	0	0
20	CUSTOM	UNDERBALCONY DELAY SPEAKERS		EAW LBCX2X0	200.00	4,000	1	1	5	0	4,000	0	0	0
						0				0	0	0	0	0
Page/Monitor System:														
*	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	0	0	0	0
1		POWER SWITCH PANEL		Soundolier ACRL-191A	215.56	216	2	2	10	0	0	0	0	0
1	SOUNDOLIER	ATTENUATOR PANEL (4	AT-XX	AT-35	36.42	36	2	2	10	0	0	0	0	0
1	BGW	POWER AMPLIFIER	320B	6500T/36	774.00	774	2	2	10	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	0	0	0	0
4	ALTEC	LIMITER AMPLIFIER	1612B	See next 3 lines		0	0	0		0	0	0	0	0
				1 Rane FPM42 and	429.00	0			10	0	0	0	0	0
				1 Rane FSC22 and	399.00	0			10	0	0	0	0	0
				1 FTT2	39.00	0			10	0	0	0	0	0
4										0	0	0	0	0
1	ALTEC	25 X 3POS SELECTOR SWITCH		CUSTOM	400.00	400	0	1	10	0	0	0	0	0
6	ELECTROVOICE	PUSH-TO-TALK PAGING	600EL	Shure 404B	73.75	443	0	1	5	0	443	0	0	0
NC		DRESSING ROOM SPEAKERS ***								0	0	0	0	0
Miscellaneous:										0	0	0	0	0
1	REALISTIC	TURBO STEREO AMPLIFI	SA10	Realistic Amplifier	59.99	60	0	1	3	60	0	0	60	0
				cat # 31-1957		0				0	0	0	0	0
1	CUSTOM	STAGE MANAGERS PANEL *		CUSTOM	3,500.00	3,500	1	1	10	0	0	0	0	0
1	CUSTOM	REMOTE STAGE MANAGERS PANEL *		CUSTOM	1,000.00	1,000	1	1	10	0	0	0	0	0
1	CUSTOM	PRODUCTION CONTROL PANEL *		CUSTOM	7,500.00	7,500	1	1	10	0	0	0	0	0
15	CUSTOM	JACK PLATES "A-PLATES"		CUSTOM	250.00	3,750	1	1	10	0	0	0	0	0
		Total Cash Cost Allocated by Year through Isaac				823,955				61,613	41,648	10,799	1,124	842

* Cost includes cabinet and components not listed elsewhere (ie lobby chimes, cue light control circuitry etc.)
Other components of these panels are listed as part of their respective systems

** Price includes $400.00 for custom modifications to interface to page/monitor system.

*** SRT is to provide count and replacement information.

Seattle Rep. Sound Equipment Inventory

COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25	26	27	28	29
					26	27	28	29	30
599.95	600	2	2	10	0	0	0	0	0
269.95	540	2	2	10	0	0	0	0	0
259.95	520	2	2	10	0	0	0	0	0
829.00	829	0	1	10	0	0	0	0	0
200.00	200	0	1	5	0	200	0	0	0
348.00	348	2	2	10	0	0	0	0	0
1,100.00	2,200	2	2	10	0	0	0	0	0
1,150.00	4,600	0	1	5	0	4,600	0	0	0
1,850.00	3,700	0	1	5	0	3,700	0	0	0
220.00	2,640	0	1	5	0	2,640	0	0	0
462.00	924	1	1	8	924	0	0	0	0
175.00	175	1	1	8	175	0	0	0	0
950.00	950	1	1	8	950	0	0	0	0
150.00	150	1	1	10	0	0	0	0	0
3,459.00	3,459	2	2	10	0	0	0	0	0
5,418.00	10,836	2	2	10	0	0	0	0	0
N/App					0	0	0	0	0
350.00	350	0	1	5	0	350	0	0	0
250.00	250	0	1	3	250	0	0	250	0
750.00	750	2	2	10	0	0	0	0	0
126.00	126	0	1	4	126	0	0	0	126
2,995.00	0	1	1	5	0	0	0	0	0
2,915.00	0	1	1	5	0	0	0	0	0
1,950.00	0	1	1	5	0	0	0	0	0
2,890.00	0	1	1	5	0	0	0	0	0
200.00	4,000	1	1	5	0	4,000	0	0	0
	0				0	0	0	0	0
					0	0	0	0	0
1,064.00	1,064	2	2	10	0	0	0	0	0
215.56	216	2	2	10	0	0	0	0	0
36.42	36	2	2	10	0	0	0	0	0
774.00	774	2	2	10	0	0	0	0	0
1,064.00	1,064	2	2	10	0	0	0	0	0
1,064.00	1,064	2	2	10	0	0	0	0	0
	0	0	0		0	0	0	0	0
429.00	0			10	0	0	0	0	0
399.00	0			10	0	0	0	0	0
39.00	0			10	0	0	0	0	0
					0	0	0	0	0
400.00	400	0	1	10	0	0	0	0	0
73.75	443	0	1	5	0	443	0	0	0
					0	0	0	0	0
					0	0	0	0	0
59.99	60	0	1	3	60	0	0	60	0
	0				0	0	0	0	0
3,500.00	3,500	1	1	10	0	0	0	0	0
1,000.00	1,000	1	1	10	0	0	0	0	0
7,500.00	7,500	1	1	10	0	0	0	0	0
250.00	3,750	1	1	10	0	0	0	0	0
	923,955				61,613	41,648	10,799	1,124	842

light control circuitry etc.)

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Bagley Wright Theatre

NON-THEATRICAL FACILITY COSTS TO BE FUNDED FROM MAINTENANCE, REPAIR AND REPLACEMENT FUND

Shop	Component	Annual Costs Hrs	Mtrls	Total	Other costs Hrs	Mtrls	Total	Year	1 Yr Endg Dec-96	2 Yr Endg Dec-97	3 Yr Endg Dec-98	4 Yr Endg Dec-99	5 Yr Endg Dec-00	6 Yr Endg Dec-01	7 Yr Endg Dec-02	8 Yr Endg Dec-03	9 Yr Endg Dec-04	10 Yr Endg Dec-05	Yr
Carpenters																			
	Seats	36	$120	$1,143	866	$21,650	$46,270	5	$1,143	$1,143	$1,143	$1,143	$46,270	$1,143	$1,143	$1,143	$1,143	$1,143	$1
	Carpet - Admin			$0		$15,200	$15,200	1	$15,200	$0	$0	$0	$0	$0	$0	$0	$0	$0	
	Carpet - House			$0		$27,500	$27,500	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$27,500	
	Stage Floor (EEI)			$0		$2,400	$2,400	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,400	
	Sub-Total Cost	$1,023	$120	$1,143	$24,620	$66,750	$91,370		$16,343	$1,143	$1,143	$1,143	$46,270	$1,143	$1,143	$1,143	$1,143	$31,043	$1
Plumbers																			
	Water meter			$0	20	$1,000	$1,607	1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1
Engineers																			
	6 Fans			$0		$48,000	$48,000	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$48,000	
	Paint booth fan			$0		$15,000	$15,000	7	$0	$0	$0	$0	$0	$0	$15,000	$0	$0	$0	
	6 exhaust fans			$0		$30,000	$30,000	8	$0	$0	$0	$0	$0	$0	$0	$30,000	$0	$0	
	Refurbish SF&EF 1			$0		$5,000	$5,000	10	$5,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	
	Rebalance air			$0		$15,000	$15,000		$0	$15,000	$0	$0	$0	$0	$0	$0	$0	$0	$5
	Sub-Total Cost	$0	$0	$0	$0	$113,000	$113,000		$5,000	$15,000	$0	$0	$0	$0	$15,000	$30,000	$0	$48,000	$5
TOTAL NON-THEATRICAL FUND DRAW									$21,343	$16,143	$1,143	$1,143	$46,270	$1,143	$16,143	$31,143	$1,143	$79,043	$7

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Bagley Wright Theatre

PAIR AND REPLACEMENT FUND

costs s	Total	Year	1 Yr Endg Dec-96	2 Yr Endg Dec-97	3 Yr Endg Dec-98	4 Yr Endg Dec-99	5 Yr Endg Dec-00	6 Yr Endg Dec-01	7 Yr Endg Dec-02	8 Yr Endg Dec-03	9 Yr Endg Dec-04	10 Yr Endg Dec-05	11 Yr Endg Dec-06	12 Yr Endg Dec-07	13 Yr Endg Dec-08	14 Yr Endg Dec-09
50	$46,270	5	$1,143	$1,143	$1,143	$1,143	$46,270	$1,143	$1,143	$1,143	$1,143	$1,143	$1,143	$1,143	$1,143	$1,143
00	$15,200	1	$15,200	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
00	$27,500	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$27,500	$0	$0	$0	$0
00	$2,400	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,400	$0	$0	$0	$0
50	$91,370		$16,343	$1,143	$1,143	$1,143	$46,270	$1,143	$1,143	$1,143	$1,143	$31,043	$1,143	$1,143	$1,143	$1,143
00	$1,607	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,607	$0	$0	$0
00	$48,000	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$48,000	$0	$0	$0	$0
00	$15,000	7	$0	$0	$0	$0	$0	$0	$15,000	$0	$0	$0	$0	$0	$0	$0
00	$30,000	8	$0	$0	$0	$0	$0	$0	$0	$30,000	$0	$0	$0	$0	$0	$0
00	$5,000	10	$5,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,000	$0	$0	$0
00	$15,000		$0	$15,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
00	$113,000		$5,000	$15,000	$0	$0	$0	$0	$15,000	$30,000	$0	$48,000	$5,000	$0	$0	$0
			$21,343	$16,143	$1,143	$1,143	$46,270	$1,143	$16,143	$31,143	$1,143	$79,043	$7,750	$1,143	$1,143	$1,143

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BAGLEY WRIGHT THEATRE
Technical Services Estimated Costs
INTERIOR ONLY
To be Funded from Operating Fund

OPERATING FUND COSTS		Annual Costs			Other costs				1	2	3	4	5	6	7	8	9	10	11	
Shop	Component	Hrs	Mtrls	Total Cost	Hrs	Mtrls	Total Cost	When	Yr Endg Dec-96	Yr Endg Dec-97	Yr Endg Dec-98	Yr Endg Dec-99	Yr Endg Dec-00	Yr Endg Dec-01	Yr Endg Dec-02	Yr Endg Dec-03	Yr Endg Dec-04	Yr Endg Dec-05	Yr Endg Dec-06	Yr
INTERIOR																				
Carpenters																				
	Interior doors	25	$110	$821			$0		$821	$821	$821	$821	$821	$821	$821	$821	$821	$821	$821	
	Interior walls	6	$100	$271			$0		$271	$271	$271	$271	$271	$271	$271	$271	$271	$271	$271	
	Signage	5	$100	$242			$0		$242	$242	$242	$242	$242	$242	$242	$242	$242	$242	$242	
	Sub-Total	$1,023	$310	$1,333	$0	$0	$0		$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$
Electricians																				
	Replace batteries			$0	40	$3,500	$4,661	3	$0	$4,661	$0	$0	$4,661	$0	$0	$4,661	$0	$0	$4,661	
	Test batteries	16		$464			$0		$464	$464	$464	$464	$464	$464	$464	$464	$464	$464	$464	
	Emerg lights	20	$500	$1,081		$4,000	$4,000	8	$1,081	$1,081	$1,081	$1,081	$1,081	$4,000	$1,081	$1,081	$1,081	$1,081	$1,081	$
	Lamps, etc	120	$2,500	$5,984			$0		$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$
	Alarm testing		$500	$500			$0		$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	
	Motors	30	$600	$1,471			$0		$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	
	Sub-Total	$5,400	$4,100	$9,500	$1,161	$7,500	$8,661		$9,500	$14,161	$9,500	$9,500	$14,161	$12,419	$9,500	$14,161	$9,500	$9,500	$14,161	$
Plumbers																				
	Toilets/urinals	24.5	$692	$1,435			$0		$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$
	Basin/lavs	5.5	$324	$491			$0		$491	$491	$491	$491	$491	$491	$491	$491	$491	$491	$491	
	Sinks	4	$70	$191			$0		$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	
	Drinking fntns	3	$60	$151			$0		$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	
	Enzyme treatment	3	$60	$151			$0		$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	
	Emergencies	15		$455			$0		$455	$455	$455	$455	$455	$455	$455	$455	$455	$455	$455	
	Wrap pipes	15	$150	$605		$1,300	$1,300		$1,300	$605	$605	$605	$605	$605	$605	$605	$605	$605	$605	
	Test sprinklers		$500	$500			$0		$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	
	Water main strainer			$0	30	$2,000	$2,910	5	$0	$0	$0	$0	$2,910	$0	$0	$0	$0	$2,910	$0	
	Sub-Total	$2,124	$1,856	$3,980	$910	$3,300	$4,210		$4,675	$3,980	$3,980	$3,980	$6,890	$3,980	$3,980	$3,980	$3,980	$6,890	$3,980	$
Painters																				
	Lobby walls	30	$80	$933	130	$400	$4,096	2	$933	$4,096	$933	$4,096	$933	$4,096	$933	$4,096	$933	$4,096	$933	$
	Restrooms	44	$60	$1,[illegible]1	80	$240	$2,514	2	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$
	Baseboards	37	$45	$1,097			$0		$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$
	Columns	27	$50	$818			$0		$818	$818	$818	$818	$818	$818	$818	$818	$818	$818	$818	
	Stairwells	15	$35	$461	65	$300	$2,148	2	$461	$2,148	$461	$2,148	$461	$2,148	$461	$2,148	$461	$2,148	$461	$
	Stair rails	7	$10	$209	35	$40	$1,035	2	$209	$1,035	$209	$1,035	$209	$1,035	$209	$1,035	$209	$1,035	$209	$
	Mezzanine	8	$10	$237	10	$30	$314	2	$237	$314	$237	$314	$237	$314	$237	$314	$237	$314	$237	
	C. Lounge	2	$8	$65	25	$65	$776	2	$65	$776	$65	$776	$65	$776	$65	$776	$65	$776	$65	
	Lobby doors	4	$10	$124	30	$50	$903	2	$124	$903	$124	$903	$124	$903	$124	$903	$124	$903	$124	
	Lobby ceiling			$0	250	$1,100	$8,208	5	$0	$0	$8,208	$0	$0	$0	$0	$8,208	$0	$0	$0	
	Stand room	2.5	$10	$81	12	$28	$369		$81	$369	$81	$81	$81	$81	$81	$81	$81	$81	$81	
	House ent walls	2	$10	$67	10	$40	$324		$67	$324	$67	$67	$67	$67	$67	$67	$67	$67	$67	
	Balcony lr wall	8.5	$38	$280			$0		$280	$280	$280	$280	$280	$280	$280	$280	$280	$280	$280	
	Fr stage wall	7	$28	$227			$0		$227	$227	$227	$227	$227	$227	$227	$227	$227	$227	$227	
	Elevator rail	4	$13	$126			$0		$126	$126	$126	$126	$126	$126	$126	$126	$126	$126	$126	
	Poncho forum stg	4	$20	$134	17	$65	$548	2	$548	$134	$548	$134	$548	$134	$548	$134	$548	$134	$548	
	PF risers	10	$25	$309	24	$50	$732	2	$732	$309	$732	$309	$732	$309	$732	$309	$732	$309	$732	
	Dressing rms	8	$25	$252	50	$140	$1,562	2	$252	$1,562	$252	$1,562	$252	$1,562	$252	$1,562	$252	$1,562	$252	$
	Green room	5	$25	$167	32	$130	$1,040	2	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	
	Sub-Total	$6,397	$502	$6,898	$21,891	$2,678	$24,569		$8,608	$17,199	$16,816	$16,653	$8,608	$16,653	$8,608	$24,861	$8,608	$16,653	$8,608	$1

BAGLEY WRIGHT THEATRE
Technical Services Estimated Costs
INTERIOR ONLY
To be Funded from Operating Fund

			1	2	3	4	5	6	7	8	9	10	11	12	13	14
			Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr E	Yr Endg	Yr Endg	Yr Endg	Yr Endg
r costs																
rls	Total Cost	When	Dec-96	Dec-97	Dec-98	Dec-99	Dec-00	Dec-01	Dec-02	Dec-03	Dec-04	Dec-05	Dec-06	Dec-07	Dec-08	Dec-09
	$0		$821	$821	$821	$821	$821	$821	$821	$821	$821	$821	$821	$821	$821	$821
	$0		$271	$271	$271	$271	$271	$271	$271	$271	$271	$271	$271	$271	$271	$271
	$0		$242	$242	$242	$242	$242	$242	$242	$242	$242	$242	$242	$242	$242	$242
$0	$0		$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333
,500	$4,661	3	$0	$4,661	$0	$0	$4,661	$0	$0	$4,661	$0	$0	$4,661	$0	$0	$4,661
	$0		$464	$464	$464	$464	$464	$464	$464	$464	$464	$464	$464	$464	$464	$464
,000	$4,000	8	$1,081	$1,081	$1,081	$1,081	$1,081	$4,000	$1,081	$1,081	$1,081	$1,081	$1,081	$1,081	$1,081	$4,000
	$0		$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984
	$0		$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500
	$0		$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471
,500	$8,661		$9,500	$14,161	$9,500	$9,500	$14,161	$12,419	$9,500	$14,161	$9,500	$9,500	$14,161	$9,500	$9,500	$17,080
	$0		$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435
	$0		$491	$491	$491	$491	$491	$491	$491	$491	$491	$491	$491	$491	$491	$491
	$0		$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191
	$0		$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151
	$0		$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151
	$0		$455	$455	$455	$455	$455	$455	$455	$455	$455	$455	$455	$455	$455	$455
,300	$1,300		$1,300	$605	$605	$605	$605	$605	$605	$605	$605	$605	$605	$605	$605	$605
	$0		$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500
,000	$2,910	5	$0	$0	$0	$0	$2,910	$0	$0	$0	$0	$2,910	$0	$0	$0	$0
,300	$4,210		$4,675	$3,980	$3,980	$3,980	$6,890	$3,980	$3,980	$3,980	$3,980	$6,890	$3,980	$3,980	$3,980	$3,980
$400	$4,096	2	$933	$4,096	$933	$4,096	$933	$4,096	$933	$4,096	$933	$4,096	$933	$4,096	$933	$4,096
$240	$2,514	2	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514
	$0		$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097
	$0		$818	$818	$818	$818	$818	$818	$818	$818	$818	$818	$818	$818	$818	$818
$300	$2,148	2	$461	$2,148	$461	$2,148	$461	$2,148	$461	$2,148	$461	$2,148	$461	$2,148	$461	$2,148
$40	$1,035	2	$209	$1,035	$209	$1,035	$209	$1,035	$209	$1,035	$209	$1,035	$209	$1,035	$209	$1,035
$30	$314	2	$237	$314	$237	$314	$237	$314	$237	$314	$237	$314	$237	$314	$237	$314
$65	$776	2	$65	$776	$65	$776	$65	$776	$65	$776	$65	$776	$65	$776	$65	$776
$50	$903	2	$124	$903	$124	$903	$124	$903	$124	$903	$124	$903	$124	$903	$124	$903
,100	$8,208	5	$0	$0	$8,208	$0	$0	$0	$0	$8,208	$0	$0	$0	$0	$8,208	$0
$28	$369		$81	$369	$81	$81	$81	$81	$81	$81	$81	$81	$81	$81	$81	$81
$40	$324		$67	$324	$67	$67	$67	$67	$67	$67	$67	$67	$67	$67	$67	$67
	$0		$280	$280	$280	$280	$280	$280	$280	$280	$280	$280	$280	$280	$280	$280
	$0		$227	$227	$227	$227	$227	$227	$227	$227	$227	$227	$227	$227	$227	$227
	$0		$126	$126	$126	$126	$126	$126	$126	$126	$126	$126	$126	$126	$126	$126
$65	$548	2	$548	$134	$548	$134	$548	$134	$548	$134	$548	$134	$548	$134	$548	$134
$50	$732	2	$732	$309	$732	$309	$732	$309	$732	$309	$732	$309	$732	$309	$732	$309
$140	$1,562	2	$252	$1,562	$252	$1,562	$252	$1,562	$252	$1,562	$252	$1,562	$252	$1,562	$252	$1,562
$130	$1,040	2	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	$167
2,678	$24,569		$8,608	$17,199	$16,816	$16,653	$8,608	$16,653	$8,608	$24,861	$8,608	$16,653	$8,608	$16,653	$16,816	$16,653

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BAGLEY WRIGHT THEATRE
Technical Services Estimated Costs
INTERIOR ONLY
To be Funded from Operating Fund

OPERATING FUND COSTS		Annual Costs			Other costs				1	2	3	4	5	6	7	8	9	10
									Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg
Shop	Component	Hrs	Mtrls	Total Cost	Hrs	Mtrls	Total Cost	When	Dec-96	Dec-97	Dec-98	Dec-99	Dec-00	Dec-01	Dec-02	Dec-03	Dec-04	Dec-05
Engineers																		
	Filters & oil	70.5	$313	$2,392			$0		$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392
	Insulation	80	$1,200	$3,560			$0		$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560
	Heat Pump	48	$100	$1,516		$2,700	$2,700	10	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$2,700
	Controls	80	$500	$2,860			$0		$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860
	Elevators	0.5	$3,088	$3,102			$0		$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102
	Pressure vessels	1.5	$70	$114			$0		$114	$114	$114	$114	$114	$114	$114	$114	$114	$114
	Water pumps	6	$140	$317		$4,200	$4,200	5	$317	$317	$317	$317	$317	$4,200	$317	$317	$317	$317
	Circ pump	2	$55	$114		$300	$300	3+5	$114	$114	$300	$114	$114	$114	$114	$300	$114	$114
	Sound abatement			$0	16	$2,200	$2,672	7	$0	$0	$0	$0	$0	$0	$2,672	$0	$0	$0
	Valves	6	$223	$400			$0		$400	$400	$400	$400	$400	$400	$400	$400	$400	$400
	Inspection	52		$1,534			$0		$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534
	Bearings	8	$160	$396			$0		$396	$396	$396	$396	$396	$396	$396	$396	$396	$396
	Sump pumps	2	$70	$129		$20,000	$20,000	7	$129	$129	$129	$129	$129	$129	$20,000	$129	$129	$129
	Trouble calls	80		$2,360			$0		$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360
	Belts	3	$20	$109			$0		$109	$109	$109	$109	$109	$109	$109	$109	$109	$109
	DDC Contrl Srvc		$3,500	$3,500			$0		$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500
	Sub-Total	$12,965	$9,438	$22,403	$472	$29,400	$29,872		$22,403	$22,403	$22,589	$22,403	$22,403	$26,286	$44,946	$22,589	$22,403	$23,587
TOTAL OBLIGATION		$27,909	$16,206	$44,114	$24,435	$42,878	$67,313		$46,520	$59,076	$54,218	$53,869	$53,396	$60,672	$68,363	$66,924	$45,825	$57,964

* Note: Schedule shows annual needs, but the SC obligation to provide maintenance of internal components expires on May 31 in 2009. Responsibility for work in 2009 will be prorated as appropriate b

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BAGLEY WRIGHT THEATRE
Technical Services Estimated Costs
INTERIOR ONLY
To be Funded from Operating Fund

costs	Total Cost	When	1 Yr Endg Dec-96	2 Yr Endg Dec-97	3 Yr Endg Dec-98	4 Yr Endg Dec-99	5 Yr Endg Dec-00	6 Yr Endg Dec-01	7 Yr Endg Dec-02	8 Yr Endg Dec-03	9 Yr Endg Dec-04	10 Yr Endg Dec-05	11 Yr Endg Dec-06	12 Yr Endg Dec-07	13 Yr endg Dec-08	14 Yr Endg Dec-09
	$0		$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392
	$0		$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560
700	$2,700	10	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$2,700	$1,516	$1,516	$1,516	$1,516
	$0		$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860
	$0		$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102
	$0		$114	$114	$114	$114	$114	$114	$114	$114	$114	$114	$114	$114	$114	$114
200	$4,200	5	$317	$317	$317	$317	$317	$4,200	$317	$317	$317	$317	$317	$317	$317	$317
300	$300	3 + 5	$114	$114	$300	$114	$114	$114	$114	$300	$114	$114	$114	$114	$300	$114
200	$2,672	7	$0	$0	$0	$0	$0	$0	$2,672	$0	$0	$0	$0	$0	$0	$2,672
	$0		$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400
	$0		$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534
	$0		$396	$396	$396	$396	$396	$396	$396	$396	$396	$396	$396	$396	$396	$396
000	$20,000	7	$129	$129	$129	$129	$129	$129	$20,000	$129	$129	$129	$129	$129	$129	$20,000
	$0		$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	[illegible]	$2,360	$2,360	$2,360	$2,360
	$0		$109	$109	$109	$109	$109	$109	$109	$109	$109	[illegible]	$109	$109	$109	$109
	$0		$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500
400	$29,872		$22,403	$22,403	$22,589	$22,403	$22,403	$26,286	$44,946	$22,589	$22,403	$23,587	$22,403	$22,403	$22,589	$44,946
878	$67,313		$46,520	$59,076	$54,218	$53,869	$53,396	$60,672	$68,368	$66,924	$45,825	$57,964	$50,486	$53,869	$54,218	$83,993

bligation to provide maintenance of internal components expires on May 31 in 2009. Responsibility for work in 2009 will be prorated as appropriate between SC and SRT.

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EXHIBIT 6

CITY'S MAINTENANCE & REPAIR RESPONSIBILITIES
WITH RESPECT TO NEW PREMISES

1. DEFINITIONS

As used in this exhibit, the following definitions shall be controlling unless another meaning is clearly evident from the context:

"Routine repair" means work required when equipment or a structural or system element is partially or fully inoperable.

"Predictive maintenance" means work of a non-routine nature performed to avoid an untimely failure of equipment or a system.

"Preventive maintenance" means routine work accomplished on a regular schedule to avoid routine repair and/or to extend the useful life of equipment or a structural or system element.

"Major maintenance" means work required when an item of equipment or a structural or system element has reached the end of its useful life and must be replaced or rebuilt.

"End of useful life" means the good faith and reasonable determination by the Director that an item of equipment or a building element no longer functions and cannot be economically repaired or rebuilt, or, in the case of a component, replaced.

2. MAINTENANCE SCHEDULE

Seattle Center shall perform the following maintenance according to the schedule below:

A. Routine Repair:

Exterior Shell -- Repair foundation, walls and all other exterior finishes other than exterior windows, doors and the roof, as needed; remove and/or paint over all graffiti and repair all vandalism within three (3) days after the receipt by Seattle Center's Technical Facilities Manager, or such official's functional successor, of a report of the existence of such graffiti or vandalism.

Exterior Windows -- Clean exterior side of windows one (1) time per year and repair damaged or broken windows as needed.

Roof -- Patch as needed; Provided, that if roof patching is necessary due to unauthorized access to the roof by SRT or any of its employees, agents or contractors, SRT shall reimburse City for the labor and materials required to repair the roof.

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B. Preventive & Predictive Maintenance: (Task items and frequency are minimum standard)

Exterior walls -- Inspect annually and repair as needed; seal every ten (10) years.

Exterior windows - Inspect annually and repair as needed.

Roof -- Biannually clean gutters and drains and inspect; floodcoat once every five (5) years.

C. Major Maintenance:

Exterior walls -- Repair any damage to or replace exterior wall surface when it reaches the end of its useful life; paint as needed.

Exterior windows -- Replace caulking when it reaches the end of its useful life.

Roof -- Replace when existing roof reaches the end of its useful life.

D. Permits & Certificates: Any permit or certificate, as required by law or ordinance, for operation of any elevator, hot water tank assembly or boiler, or air compressor on or in the portion of the Premises to be maintained under this Exhibit, and any permit required by any hazardous substance or hazardous waste enactment affecting activity in the portion of the Premises to be maintained under this Exhibit shall be secured and maintained in full force and effect.

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EXHIBIT 7

CITY'S & SRT'S MAINTENANCE & REPAIR RESPONSIBILITIES WITH RESPECT TO OLD PREMISES & NEW PREMISES ON & AFTER JUNE 1, 2009

A. City Maintenance Responsibilities: On and after June 1, 2009, City shall continue to perform or have performed all of the exterior shell, exterior walls, exterior windows, exterior doors and locks, and roof maintenance work specified in Exhibits 5 and 6 according to the schedule set forth therein.

B. SRT Maintenance Responsibilities: On and after June 1, 2009, SRT shall perform or have performed all of the maintenance work described in Exhibits 4, 5 and 6 according to the schedule set forth therein, other than the maintenance of the roof and the exterior shell (including exterior doors and locks, exterior windows, and exterior walls) of the New Premises and Old Premises (which maintenance shall remain a City responsibility). SRT shall maintain complete and accurate records, in writing, of all routine repairs, preventive and predictive maintenance, and major maintenance undertaken in, on, and with respect to the Premises. Commencing on September 1, 2010, and on each September 1st thereafter during the term hereof, SRT shall deliver to the Director a written report documenting all of the routine maintenance, preventive and predictive maintenance, and major maintenance work performed in, on, and with respect to the Premises during the twelve (12) months that immediately precede the July 1st that is immediately prior to such report deadline.

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EXHIBIT 8

BWCMRR FUND & SRT REPLACEMENT TRUST FUND:
MINIMUM ANNUAL DEPOSITS & EXPENDITURE SCHEDULE

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EXHIBIT 9

MINIMUM REQUIRED INSURANCE COVERAGE

A. INSURANCE COMPANY, FORM & COVERAGE SUBJECT TO CITY APPROVAL.

All insurance to be provided pursuant to Section 18 of this Agreement shall be:

(1) Issued by any company rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or be issued as a surplus line by a Washington Surplus lines broker;

(2) Subject to approval by the City's Risk Manager as to company, form and coverage; and

(3) Primary to all other insurance City, itself, may secure.

B. REQUIRED COVERAGE. Such insurance shall include the following minimum coverage:

1. Commercial general liability insurance written on an occurrence form, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury including and Copyright/Trademark/Trade name infringement; and
- Contractual Liability
- Independent Contractors Liability
- Broad Form Property Damage
- Elevator and Hoist Liability
- Employers Liability (Stop Gap)
- Explosion, Collapse and Underground Property Damage (XCU) (as applicable)

Such policy(ies) shall provide the following minimum limit for Bodily Injury and Property Damage, at SRT's option:

- $2,000,000 per occurrence, $4,000,000 annual aggregate, or
- $1,500,000 per occurrence, $3,000,000 annual aggregate on an "each event" basis.

The retention amount (if any) shall not exceed Five Thousand Dollars ($5,000). Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager.

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2. Business automobile liability insurance, including coverage for owned, non-owned, leased or hired vehicles under which the following minimum limits of coverage is provided for Bodily Injury and Property Damage: $ 1,000,000 per person, $1,000,000 per occurrence.

3. Worker's compensation insurance that complies with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the greatest extent applicable including coverage for all employees suffering bodily injury (including death) by accident or disease, that arises out of or in connection with any act or omission under this Agreement.

4. Property insurance under which the Premises and its fixtures and improvements are insured throughout the term of this Agreement against the following hazards:

- Loss or damage by fire and such other risks (including earthquake and flood damage) in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in the Premises; and
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in the Premises; and
- Loss from business interruption, with sufficient coverage to provide for the payment of rent during any interruption of SRT's business for a period of one (1) year or less as a consequence of fire or any other cause.

C. Minimum Insurance Coverage Subject to Adjustment. The sufficiency of the minimum amounts of insurance coverage specified in Section 18 and this Exhibit shall be reviewed after the third anniversary date of the commencement of this Agreement and each third year thereafter by the parties. SRT shall increase such insurance coverage by the next succeeding July 1st to the minimum amount(s) reasonably specified by the Director.

D. Evidence of Insurance.

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1. The following documents must be provided to the City's Risk Manager as evidence of the insurance coverage required under this Agreement:

(a) Within twenty-four (24) hours after the full execution of this Agreement, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

(i) A copy of each policy's declarations page(s), showing the policy effective dates, limits of liability, and the "Schedule of Forms and Endorsements" or "Endorsements Form List" specifying all endorsements issued on the policy including company-specific and manuscript endorsements; and

(ii) A copy of the endorsement that names The City of Seattle as an Additional Insured (whether on Form CG2026 (ISO) or a comparable form), that shows the policy number and the signature and printed name of the person authorized to sign such form on behalf of the insurer; and

(iii) A copy of the policy provision or endorsement stating that the coverages provided by such policy to The City of Seattle or any named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City at the addresses noted in Subsection D.2 hereof; and

(iv) A copy of the "separation of insureds" or "severability of interests" clause in such policy or an endorsement thereto indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, such insurance applies as if each named insured were the only named insured and separately to each insured against whom a claim is made or suit is brought; or

(b) Pending receipt of the documentation specified in Subsection D.1.a hereof, a copy of each such policy's binder.

(c) Within thirty (30) calendar days after SRT's receipt of a written request therefor, a copy of each complete policy with all endorsements.

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2. The evidence specified in Subsection D.1 hereof shall be delivered as follows:

Director	Risk Manager
Seattle Center Department	Finance Department
The City of Seattle	The City of Seattle
305 Harrison Street	600 Fourth Avenue
Seattle, WA 98109	Seattle, WA 98104

or to such other official(s) and address(es) as City may hereafter specify, at the following times:

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EXHIBIT 10

DIVISION OF INSURANCE PROCEEDS IN EVENT OF SRT ELECTION TO TERMINATE AGREEMENT FOLLOWING SUBSTANTIAL DAMAGE OR DESTRUCTION OF PREMISES OR IMPROVEMENTS THERETO

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EXHIBIT 11

SRT PROPERTY INVENTORY

[This exhibit is not due to be produced until October 1, 1996.]

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April 17, 1996

The Honorable Jan Drago
President, Seattle City Council
1100 Municipal Building
Seattle, Washington 98104

Via: Mayor's Office

Attention: Tom Tierney, Director
Office of Management and Planning

SUBJECT: ORDINANCE AUTHORIZING AGREEMENTS BETWEEN THE SEATTLE REPERTORY THEATRE AND SEATTLE CENTER IN CONNECTION WITH THE USE OF THE BAGLEY WRIGHT THEATRE, CONSTRUCTION AND USE OF A SECOND STAGE, AND CREATION OF A MAINTENANCE, REPAIR, AND REPLACEMENT TRUST FUND

I am pleased to submit for your approval agreements with the Seattle Repertory Theatre (SRT) governing the construction of a new stage and SRT's tenancy at Seattle Center, both in accordance with the terms outlined in Resolution 29212, and approved by the City Council in October, 1995. The understanding memorialized in these agreements also requires the creation of a new fund to facilitate planned maintenance, repair, and replacement of various portions of the Bagley Wright Theatre.

SRT is constructing a second stage as contemplated in the original design of the Bagley Wright Theatre, and as anticipated in the Seattle Center Master Plan. SRT is solely responsible for the construction of the second stage. There are no City funds involved in this undertaking. The attached Construction Agreement specifies Seattle Center's ability to influence how that project is completed and provides the City the protections necessary in such an endeavor, including assurances that the business of Seattle Center is not unduly impacted.

The new thirty-year Use and Occupancy Agreement governs both the new addition and the existing theatre, and extends the term of SRT use of the existing theatre 17 years. In so doing, it restructures the relationship between the City and SRT to achieve the goal articulated by the City Council in 1991 of transfering financial responsibility for internal facility maintenance to the SRT.

Under this new agreement, SRT will have year-round exclusive use of both the Bagley Wright Theatre and the new addition, with the exception of a specified number of days available to the City at no cost. SRT will be solely responsible for the construction, operation, and internal maintenance of the new second stage addition from the outset.

Norman B. Rice
Mayor

305 Harrison Street Seattle, WA 98109-4645
Accommodations for people with disabilities provided on request (206) 684-7200

Virginia Anderson
Director

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Over time, SRT will also assume full responsibility for maintaining systems internal to the existing Bagley Wright Theatre. By year fourteen of the lease, the City's financial responsibility for the entire facility will be limited to external systems, structures, and finishes. This division of financial responsibilities as presented herein is consistent with the structure of all newer lease contracts between Seattle Center and resident arts organizations. Such a lease structure gives the arts organization or theater company greater responsibility as well as greater control and autonomy of operation within its facility.

The transfer of financial responsibility for internal maintenance is facilitated by the creation of two maintenance, repair, and replacement funds; one a trust fund under the control of the City, and one under the control of SRT. Through the expiration of the original lease term, May 31, 2009, both the City and SRT will make annual contributions to their respective funds. The funds in combination have been planned to be sufficient to finance all anticipated internal maintenance, repair, and replacement items through 2009 as presented in Exhibit 8 of the Agreement, and to generate a balance sufficient to enable SRT to assume full financial responsibility for such obligations at the conclusion of the original lease term. Seattle Center will contribute $80,000 to $90,000 per year from its annual CIP, with the SRT contributing annually an amount gradually increasing to $127,000. At the time the current lease would have expired, May 31, 2009, the City's financial obligation for the maintenance, repair, and replacement of internal systems will end, and SRT will assume sole responsibility for such work.

In order to protect the balance of the maintenance, repair, and replacement trust funds, the City will be responsible for any maintenance, repair, or replacement needs in excess of $5,000 not anticipated in Exhibit 8 until May 31, 2009. (Let me say, however, that Exhibit 8 has been carefully and painstakingly developed to avoid such unanticipated repair needs.) In addition, during the same period, the City may be called upon to advance funds for the accomplishment of any identified maintenance, repair or replacement need in excess of $5,000 in the event that such need occurs earlier than anticipated. In that case, the City would be repaid that amount in the year in which the expense was projected to occur in the Exhibit.

The rent to be paid by SRT under the new Premises Use and Occupancy Agreement is composed of distinct amounts for the older theatre and new addition. Rent for the new addition recognizes the value of the capital investment in the facility as an offset against the value of public land. This approach is based on a model developed by the real estate appraisal firm of Shorett and Reilly for the Intiman Theatre project, and used since for both the Pacific Northwest Ballet and Seattle Children's Theatre.

Through the expiration of the original lease term, rent for the older theatre will be based on the current agreement's rent schedule, adjusted to reflect the fact that SRT will now assume direct responsibility for utility costs. The existing rental fee was calculated to equal approximately 25% of operating costs in consideration of the fact that SRT made a major contribution to the original construction. That credit for the initial investment will have expired at the end of the initial lease term. As nominal rent on the older theatre from the point of expiration of the original lease in the year 2009, SRT will provide the following public benefits:

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- Investment of $1 million in capital refurbishment of the theatre prior to the year 2011;
- Free use of one of the two theatres for both the International Children's Festival and for Bumbershoot, or for the successors of these festivals, through the term of the lease;
- 10 free days each year in either theatre starting in 1997 and through the term of the lease, including one block of 7 consecutive days, for other Seattle Center use; and
- Guaranteed continued availability of the Bagley Wright Theatre to the Gilbert & Sullivan Society for three weeks each summer.

Seattle Center is pleased to acknowledge the many contributions the Seattle Repertory Theatre has made to our City and to the vibrancy of our campus. Our public/private partnership continues to provide benefits to both parties. We believe that the terms of the proposed agreements will protect and nurture this meaningful relationship. If you have any questions or need further clarification regarding this legislation, please contact Barbara Lewy, Seattle Center Senior Finance Analyst, at 684-7134.

Sincerely,

Virginia Anderson

Virginia Anderson
Director

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City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor

April 22, 1996

The Honorable Mark Sidran
City Attorney
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING DEPARTMENT:	Seattle Center
SUBJECT:	AN ORDINANCE relating to the Seattle Center; authorizing execution of a revised Premises Use and Occupancy Agreement and a Construction Agreement with the Seattle Repertory Theatre, and establishing a Bagley Wright Theatre Maintenance, Repair, and Replacement Trust Fund.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Jeanette Martin at 684-8071.

Sincerely,

Norman B. Rice
Mayor

by

TOM TIERNEY
Director

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Enclosure

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FACILITY USE AND OCCUPANCY AGREEMENT

BETWEEN

SEATTLE REPERTORY THEATRE

&

THE CITY OF SEATTLE

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FACILITY USE AND OCCUPANCY AGREEMENT
BETWEEN
SEATTLE REPERTORY THEATRE
&
THE CITY OF SEATTLE

This FACILITY USE AND OCCUPANCY AGREEMENT is entered into by THE CITY OF SEATTLE (hereinafter called "City"), acting by and through its Seattle Center Director, and the SEATTLE REPERTORY THEATRE (hereinafter called "SRT"), a not-for-profit corporation organized under the laws of the State of Washington.

IN CONSIDERATION of the mutual promises, covenants, conditions and performances described in this Agreement, the parties hereto agree as follows:

1. DEFINITIONS.

A. "Director" means the Director of the Seattle Center Department of The City of Seattle or such official's designee.

B. "Move-in day" shall mean the twenty-four hour period beginning at noon on the day immediately prior to the first day of a use of a portion of the Premises pursuant to Section 5 hereof.

C. "Move-out day" shall mean the period until 9:00 a.m. on the day after the last day of a use of a portion of the Premises pursuant to Section 5 hereof.

D. "New Premises" means the approximately 25,000 square foot, two (2) story addition to the south side of the Bagley Wright Theatre at Seattle Center containing a live theatrical performance hall seating approximately 284 people on the main floor and in a balcony, and connecting with circulation corridors for the Bagley Wright Theatre at the lobby and back of house that SRT is constructing pursuant to the parties' separate Construction Agreement (incorporated herein as Appendix 1).

E. "Old Premises" means the Bagley Wright Theatre at Seattle Center, the street address for which is 155 Mercer Street, Seattle, WA 98109, together with the loading dock and parking area adjoining such facility at its Northern side.

F. "Premises" means the Old Premises and the New Premises combined.

G. "SRT Managing Director" means the SRT's chief executive officer or such official's designee.

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2. TERM OF AGREEMENT.

The term of this Agreement shall commence on the date this Agreement is fully executed (the "Commencement Date"), notwithstanding the fact that the New Premises are not "substantially complete" (as determined by the Architect pursuant to the Construction Agreement or the agreement between SRT and its general contractor) and an occupancy certificate has not been issued for the same. The Term of this Agreement shall expire at 11:59 p.m., May 31, 2026, unless terminated earlier pursuant to the provisions hereof.

3. LEASE AND DESCRIPTION OF PREMISES; NON-EXCLUSIVE LICENSE TO USE OF COMMON AREAS.

A. Premises Description. City hereby leases to SRT, and SRT hereby leases from City, subject to all the terms and conditions hereof, the Old Premises, together with all City-owned improvements and fixtures contained therein; the land upon which the New Premises is being constructed pursuant to the Construction Agreement; and all easements, and other land-related rights and privileges appurtenant to the Old Premises and New Premises as granted by this Agreement. Legal descriptions are set forth in Exhibit 1 for both the Old Premises and the land occupied by the New Premises, as completed pursuant to the Construction Agreement.

B. Non-exclusive License for Use of Common Areas. City hereby grants to SRT, and its directors, officers, employees, customers, agents, invitees and contractors the nonexclusive right during the term and any extended term of this Agreement to use Seattle Center common areas, as from time to time constituted, for access to and egress from the Premises, which use shall be in common with all other visitors and users of the Seattle Center and subject to the rules and regulations with respect thereto that are promulgated by the Director. For purposes of this Agreement, the term "common areas" means and includes any Seattle Center area designated by the Director as being for the general use of tenants, concessionaires, licensees, patrons, employees, and invitees of the Seattle Center and not within the exclusive control of any particular user, and shall include but not be limited to the immediate periphery of the Premises, parking areas, landscaped areas, roads, walks, corridors, malls, public stairs, ramps, elevators, and escalators as the same now or hereafter exist.

4. AUTHORIZED USE OF PREMISES UNDER THIS AGREEMENT.

The Premises and any of its various component parts may be used only for the presentation of live theatre, music, and dance rehearsals, productions and performances; film screenings; meetings; classes and other educational programs; fund-raising activities; SRT offices; and such other activities as are incidental to the foregoing; as well as the preparation, service and consumption of food and beverages in connection with such authorized activities. Notwithstanding any other provision in this Agreement, all activities undertaken in the Premises must be consistent with the Seattle Center Mission Statement as set forth in Resolution 27323 of the Seattle City Council or the latest revision of such statement. SRT may use the Premises for additional purposes with the prior, written approval of the Director, whose approval shall not be unreasonably withheld.

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5. **CITY AND CITY-AUTHORIZED THIRD PARTY USE OF PORTIONS OF PREMISES.**

A. Space Reserved in Old Premises for City-Authorized Use. Notwithstanding any other provision her ·f (except as provided in Subsection 5.F), City reserves and retains the right to use and to authorize third parties to use, as described more fully below, without any reduction in the rent payable by SRT and without any charge imposed by SRT for such use, the following portions of the Old Premises (hereinafter referred to as the "Old Premises Production Areas") during the time periods specified in Subsections 5.C and 5.D:

Foyer
Public lobby
Southernmost box office
Small office behind Southernmost box office
Main floor of House
Balcony of House
Public rest rooms
Stage
Back of stage
Trap room
Dressing rooms
Crew room
Green Room
Staff rest rooms
Catwalks
Lighting booth
Follow spot booth
Loading/unloading area in Parking Lot on North side of facility
Dimmer room

B. Space Provided in New Premises for City-Authorized Use. SRT hereby authorizes City to use and to authorize third parties to use, as described more fully below, without any reduction in rent payable by SRT and without any charge imposed by SRT for such use, the following portions of the New Premises (hereinafter referred to as the "New Premises Production Areas") during the time periods specified in Subsections 5.C and 5.D:

Foyer
Public lobby
Box office
Main floor of House
Balcony of House
Public rest rooms
Stage
Back of stage
Trap room
Green room
Dressing rooms

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Crew room
Staff rest rooms
Catwalks
Lighting booth
Follow spot booth
Loading dock
Dimmer room

C. Dates When City and City-Authorized Third Parties' Use of Old Premises Production Areas is Guaranteed. SRT guarantees that City may annually use or authorize one (1) or more third parties to use the Old Premises Production Areas during each year of the term hereof, and without any reduction in rent payable by SRT or any charge imposed by SRT for such use, but subject to the conditions set forth in Subsection 5.E hereof, as follows:

(1) On Bumbershoot Festival Dates. For the Bumbershoot Festival or its successor by any other name (the producer of which shall be deemed to be a City-authorized third party), commencing on the Monday preceding Labor Day and continuing through Labor Day, and on one (1) move-out day after Labor Day;

(2) On Seven (7) Consecutive Dates. On the seven (7) consecutive days immediately preceding the first Saturday after July 4th plus one (1) move-in day and one (1) move-out day for such period (hereinafter called the "regular City use period"); Provided, that upon agreement of the Director and the SRT Managing Director, (a) the regular City use period may be rescheduled and provided at a different time than that specified herein, or (b) the New Premises Production Areas may be provided in lieu of the Old Premises Production Areas, or both of the changes described in (a) and (b) immediately above may be made.

(3) On Other Dates. On three (3) other days (which may or may not be consecutive) plus one (1) move-in and one (1) move-out day for each such use period. The particular dates to be provided for City use under this subsection shall be requested by the Director, in advance, and shall be subject to the consent of the SRT Managing Director, whose consent shall granted unless the requested City use date has been previously scheduled for an activity of SRT or any of its subtenants; Provided, that in the event any of the three (3) other days is a day when there is no performance scheduled in the Old Premises (i.e., such facility is "dark") but a performance is scheduled to occur on the immediately preceding or succeeding day, then (a) if a performance occurs on the immediately preceding day, the commencement of the move-in day for such City use shall be delayed to whenever the immediately preceding use of the Old Premises stage, back of stage, and loading/unloading areas ends; and (b) if a performance occurs on the immediately succeeding day, the ending time for the move-out day for such City use shall be made earlier as necessary to accommodate the needs of the immediately succeeding Old Premises user. Within three (3) SRT business days after SRT's receipt of the Director's request for the use of the Old Premises Production Areas as provided in this subsection, the SRT Managing Director shall advise the Director if the requested date can or cannot be used by City.

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D. Memorial Day Weekend & Other Dates When Theatrical Facilities Are To Be Made Available for City or City-Authorized Third Party Use.

(1) For Memorial Day Weekend Use. SRT shall make a good faith effort to make the Old Premises Production Areas available for use, subject to the conditions set forth in Subsection 5.E hereof, on the Friday through the Monday of Memorial Day weekend plus one (1) move-in day and one (1) move-out day by City or for the Northwest Folklife Festival or its successor by any other name (the producer of which shall be deemed to be a City-authorized third party).

(2) For Seattle International Children's Festival Use. SRT shall either make the Old Premises Production Areas available or ensure that one (1) or more alternative performance space(s) at the Seattle Center are made available to City or for the Seattle International Children's Festival ("SICF") or its successor by any other name (the producer of which shall be deemed to be a City-authorized third party), for use subject to the conditions of Subsection 5.E hereof, for a period of seven (7) consecutive days including one (1) move-in day starting no later than 12:01 a.m. on the Monday of the week of performances scheduled as provided below (or such earlier time as may be allowed by the SRT Managing Director) and one (1) move-out day lasting until 9:00 a.m. on the day immediately following the last performance in the space made available to SICF hereunder. Such seven (7) consecutive days shall include all of the performance dates specified below: May 12-17, 1997; May 11-16, 1998; May 10-15, 1999; and thereafter, on the six [6] consecutive performance days during the month of May that are scheduled for such event and are identified in a Director's notice to be delivered to SRT Managing Director as soon as such dates are known to the Director but no later than one (1) year prior to the first day of each such year's intended use. For purposes of this provision, the term "alternative performance space(s) at Seattle Center" shall mean and include the New Premises Production Areas, the Poncho Forum in the Premises, any other established theatrical facility at the Seattle Center, or a circus tent or comparable facility equipped with (a) bleachers or seats and risers that are safe for children to use and (b) theatrical lighting and other equipment to reasonably serve the needs of the performers and audience in such space

(3) No Restriction on Other Arrangements. Nothing herein shall restrict SRT from making separate arrangements with City or any City-authorized third party referenced in Subsection 5.D.(1) or 5.D.(2) for the use of other portions of the Premises by City or such City-authorized third party so long as use of the Premises is consistent with Section 4 hereof.

E. Detail of Use; SRT's Lighting Obligations.

(1) Use Pursuant to Subsection 5.C. Use of the Production Areas pursuant to Subsection 5.C shall be exclusive of SRT use, and to facilitate such activities, SRT shall do the following:

(a) Equipment Removal. Remove from the applicable Production Areas prior to the move-in date for such activities, all sets and other theatrical equipment and materials except items that the Director, after consultation with the SRT Managing Director, determines, on behalf of each person or entity authorized to use the Premises pursuant to Subsection 5.C hereof, may remain in place;

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(b) Interference with Access. Not impede or delay reasonable access to and from the loading/unloading area for the Old Premises through the SRT scene shop in the Old Premises; Provided, that SRT personnel shall have reasonable access to the Production Areas to monitor the activities and usage of such facilities by the City, the people and entities authorized to use the Premises pursuant to Subsection 5.C and their invitees.

(2) Use Pursuant to Subsection 5.D. During all use authorized by Subsection 5.D hereof, SRT shall have the right to maintain its sets and other equipment including lighting as it deems appropriate in the applicable Production Areas except in the main floor of house, balcony of house, foyer, public lobby, and public rest rooms, and in that portion of the front of the stage that is reasonably necessary for a performance, which shall be kept clear for festival use under Subsection 5.D hereof.

(3) Stage Lighting. SRT shall further facilitate use of the Production Areas under Subsection 5.C or 5.D hereof by providing stage lighting arranged in a generic plot or as otherwise agreed upon with such user.

F. Equipment Use In Connection With Premises Use Pursuant to Section 5. Use of any portion of the Premises pursuant to this Section 5 by the City or any City-authorized third party shall not give City or such third party the right to use any SRT office equipment or personal property. SRT shall not restrict, or impose any charge for, use of the items listed on Exhibit 2 or 3 hereof by City or any City-authorized third party during any use pursuant to this Section 5 hereof. The use of any such equipment in the Premises by any person or entity other than SRT may be made subject to reasonable policies and restrictions that are generally applied by SRT to all third party users. If any such SRT equipment requires a knowledgeable operator for its operation, the qualifications of such operator shall be subject to approval by SRT's Managing Director, which shall not be unreasonably withheld. If the controls for such theatrical or other technical equipment are located in an area generally not made available for access by the general public or personnel otherwise unqualified to operate such equipment, access to such area may be restricted to personnel whose qualifications for access to such area are subject to approval by SRT's Managing Director, whose approval shall not be unreasonably withheld. In the event any of the items or systems listed on Exhibit 2 or 3 becomes unavailable for use by City or any City-authorized third party because of their damage, destruction, or malfunctioning, the SRT Managing Director shall notify the Director regarding such unavailability as soon as possible after such unavailability becomes known, and in such event, SRT shall not be financially liable to City or the City-authorized third party as a consequence of such equipment or system unavailability.

G. SRT Initial Use of New Premises. Notwithstanding the use rights provided for in this Section 5, no festival use nor City use of the performance space in the New Premises shall take place prior to the full run of performances scheduled in SRT's opening season in the New Premises without the prior, written consent of the SRT Managing Director.

H. Cleaning and Repair Associated with City or City-Authorized Third Party Use of Production Areas. By the end of the final move-out day for any use authorized under this Section 5 or as soon thereafter as is reasonably possible, City shall perform, or shall enforce its contract with the third party authorized by City to use the affected Production Area to perform,

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the necessary clean-up of the Premises and repair of any portion of the Premises and all improvements and SRT property on the Premises damaged in connection with or as a result of such City or City-authorized third party's use to the condition they were in at the outset of such City or City-authorized third party's use unless a longer period of time is required for repair work, in which case such work shall be completed as quickly as is reasonably possible.

I. City To Require Insurance from City-Authorized Third Party Users of Production Areas. City shall require every City-authorized third party user of the Old Premises Production Areas or New Premises Production Areas to provide, with respect to the period of such entity's use of any portion of the Premises, public liability (including personal injury and property damage) insurance in the form, and in the coverage amounts specified in such City-authorized third party's use agreement with City, naming SRT as an additional insured. City shall also require such City-authorized third party to provide to SRT's Managing Director not less than seven (7) days prior to such City-authorized third party's first scheduled event in any portion of the Premises, evidence to the reasonable satisfaction of SRT's Managing Director that such insurance has been secured and is being maintained in full force and effect.

J. SRT Charges for Use of Production Areas. SRT may impose, as a condition of use of either the New Premises Production Areas or the Old Premises Production Areas, or any portion of any such area, by any person or entity, any of the following, as applicable, except as otherwise provided in Subsections 5.A, 5.B, and 5.F with respect to City and City-authorized third party use; Provided, that if any such charge is imposed, such charge shall be listed on a rate schedule that is published no more frequently than semi-annually:

(1) A reasonable charge for the use of equipment in the Premises;

(2) A reasonable rent;

(3) A prorata share of utility costs attributable to operation of the New Premises Production Areas or Old Premises Production Areas during such entity's use thereof or a reasonable, flat charge in lieu thereof; Provided, that no utility charge shall be imposed on City or City-authorized third party pursuant to Section 5 hereof;

(4) A reasonable damage deposit for the use of either the New Premises Production Areas or the Old Premises Production Areas; Provided, that no such deposit shall be required of City.

K. Limitation on Festival Use. If SRT has not been paid any amount due under Section 5 in connection with any City-authorized third party's use of any portion of the Premises, SRT may deny subsequent use of such portion of the Premises to such City-authorized third party until the amount in arrears has been paid. Similarly, if any portion of the Premises or any SRT equipment is damaged or destroyed as a consequence of any act or omission of a City-authorized third party or any of its officers, employees, agents or contractors using the Premises pursuant to Section 5 and such portion of the Premises or SRT equipment is not repaired or replaced to the reasonable satisfaction of the SRT Managing Director in a timely manner after SRT provides notice of such damage or destruction to such City-authorized third

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party, SRT may deny further use of the Premises to such City-authorized third party until such repair or replacement occurs.

L. Gilbert & Sullivan Society Use of Old Premises. Unless otherwise agreed by the SRT Managing Director and the Gilbert & Sullivan Society, in writing, SRT shall schedule use of and activities within the Old Premises by SRT, its contractors, and all other users so that the Gilbert & Sullivan Society may use and occupy the Old Premises Production Areas for at least a period that includes the first four (4) Saturdays and Sundays from and after the first Saturday following each July 4th in each year during the term hereof, and all weekdays between such weekend days, under terms and conditions that are substantially the same as those that would apply if such space were made available directly by City to the Gilbert & Sullivan Society under a Seattle Center temporary facility use and occupancy agreement.

6. RENT, ADDITIONAL RENT & REIMBURSEMENT OF CITY EXPENSES.

A. Amount of Rent, City Charges and Expense Reimbursement Due. SRT hereby covenants to and shall pay rent for the Premises and shall reimburse City expenses and pay City charges as follows, all without any offset or deduction whatsoever:

(1) Rent for Old Premises Through May 31, 2009. During the period from and after the Commencement Date of this Agreement through May 31, 2009, the monthly rent for the Old Premises specified in the attached Old Premises Schedule for Rent Payments Through May 31, 2009 (Appendix 2).

(2) Rent for Old Premises on and after June 1, 2009. During the period from and after June 1, 2009, the monthly rent for the Old Premises specified in the attached Old Premises Schedule for Rent Payments From & After June 1, 2009 (Appendix 3).

(3) Rent for New Premises. During the period from and after the Commencement Date of the separate Construction Agreement between the parties through May 31, 2026, the annual rent for specified in Section 1 of the attached New Premises Rent Schedule (Appendix 4), except as provided in Subsection 29.C hereof.

(4) Reimbursement of City Expenses. During the period from and after the Commencement Date, reimbursement of the following City expenses:

(a) The cost of any cleaning, repair or maintenance work performed on the Premises on behalf of SRT pursuant to Subsection 12.F or 13.L hereof;

(b) The cost of heating provided by Seattle Center to the Premises as well as for any maintenance and repair work provided by City to the HVAC system located in the Premises that is not a City obligation under Section 13 or Exhibit 4, 5, 6 or 7;

(c) The cost of cooling services provided by Seattle Center to the New Premises from and after the date of issuance by City of a Certificate of Occupancy for the New Premises, and to the Old Premises from and after the third anniversary of the date of issuance

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by City of a Certificate of Occupancy for the New Premises, all at the rate of One Hundred Ninety Dollars ($190.00) per ton of cooling or whatever higher rate is identified, from time to time, by the Building Operators & Managers Association ("BOMA") as the industry standard;

(d) The cost of repairing or replacing damaged City property pursuant to Subsection 19.A hereof;

(e) The cost of insurance coverage secured for SRT by City, if any, pursuant to Subsection 18.F hereof; and

(f) Fifty percent (50%) of the total cost compensation and expense reimbursement paid for the independent evaluator's review and making of a determination with respect to any disputed invoice pursuant to Subsection 13.F hereof.

(5) Payment of City Charges.

(a) The applicable City charges for the removal and disposal of nonrecyclable solid waste from and after SRT's request for such service pursuant to Subsection 13.C.(1) hereof; and

(b) The applicable City charges for personnel services provided, upon SRT's request, pursuant to Subsection 16.B hereof.

(6) Additional Fee Due for Dishonored Check. In the event SRT presents to City a check that is later dishonored for insufficient funds or other reason, SRT shall pay whatever additional fee has been established therefor by ordinance, rule or regulation generally applicable to dishonored checks.

B. Times and Place for Payments.

(1) Rent. One twelfth of the annual rent due and payable to City shall be remitted by SRT to City on or by the first (1st) calendar day of each and every month following the Commencement Date unless such day is a City holiday or weekend, in which case such payment shall be due and payable on the first City business day thereafter. SRT's initial payment of rent hereunder shall include, in addition to payment of rent for the month for which such payment is made, not only an additional, prorated amount for the period from and after the Commencement Date through the last day of the month in which the Commencement Date occurs for the rent due pursuant to Subsection 6.A.(1) hereof, but also all retroactive rent due pursuant to Subsection 6.A.(3) hereof; Provided, that in the event SRT has paid rent for use of the Old Premises under the Bagley Wright Theatre at Seattle Center Licensing Agreement executed on or about February 20, 1981, as amended on or about November 3, 1983, for the full month in which the Commencement Date occurs, the amount so paid shall be prorated, and the portion of such payment that is applicable to the period in such month from and after the Commencement Date of this Agreement through the last day of that month shall be credited against the amount due as rent for that same period under Subsection 6.A.(1) of this Agreement. In the event this Agreement is scheduled to expire or terminate on a day other than the last day of a month, the rent for that last partial month shall be pro-rated by dividing the rent amount

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prescribed in the Rent Schedules for the final year of this Agreement by thirty (30) and multiplying the resulting quotient by the number of days between the first day of that final month and the expiration or termination date, inclusive. Until such time as SRT receives the Director's notice of the amount of the latest CPI-adjusted rent to be paid by SRT for the Old Premises in any calendar year, SRT shall remit to City, as a partial payment of the rent payable in that calendar year, the amount of the monthly rent payable for the Old Premises during the immediately preceding calendar year. After SRT's receipt of the Director's latest notice of the CPI-adjusted monthly rent payable to City, SRT shall remit the full amount of rent due to City as specified in the latest such Director's notice, and within forty-five (45) days after the receipt of such notice, SRT shall remit the difference between the aggregate amount of the partial payments of rent by SRT for the year in which such rent adjustment notice was given and the aggregate amount of rent payable to City as specified in the latest such notice.

(2) Reimbursement of City Expenses and Payment of City Charges. All City expense reimbursements and City charge payments due from SRT shall be payable within thirty (30) days after invoicing by City therefor unless SRT disputes the reasonableness of the charge made by City pursuant to Subsection 6.C. In such event, SRT shall pay the undisputed amount within said thirty (30) day period, and notify City of the basis of dispute as to the remaining amount. SRT shall not be deemed to be in breach of this Agreement if SRT contests charges made by City pursuant to Subsection 6.C. as being unreasonable. In the event that any City expense reimbursement invoiced to and disputed by SRT is ultimately found to be due and owing to City, SRT shall also pay interest on such disputed amount and the service charge applied to delinquent sums as provided in Subsection 6.B.(3) hereof.

(3) Remittance address; Interest & Service Charge on Delinquent Sums. All payments shall be made to The City of Seattle and delivered to the Seattle Center Accounting Office, at the street address specified in or pursuant to Section 37 hereof. All sums due and owing to the City shall be delinquent if not paid on or before the fifth (5th) day after the date due. In the event any payment is delinquent, SRT shall also owe to City (a) interest at the rate of one percent (1%) per month on the delinquent amount, plus (b) for each month such delinquency is invoiced, a service charge of Fifty Dollars ($50.00) for the additional accounting required as a consequence of such delinquency, or such larger accounting service charge as may be established, from time to time, by City ordinance, which interest and service charge shall be added to the amount of the delinquency and become immediately due and payable.

C. Contestability of Alleged Underpayments and Overpayments. In the event either party to this Agreement contends, in good faith, that it has overpaid or has been underpaid any amount of money under this Agreement, such party shall give notice to the other party of its claim explaining, in detail, all facts upon which such claim is based. In the event the other party disputes any part of such claim, and refuses to provide the relief requested by the party giving such notice, the party that gave notice of such claim may file an action for the reimbursement or collection, as appropriate, of such claimed amount; Provided, that if an action is not filed for the collection or reimbursement of such claimed amount within sixty (60) days after the date of the claimant's notice to the other party regarding such claim, such claim shall be deemed to have been waived.

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7. BOOKS AND RECORDS.

Each party to this Agreement shall keep true, separate, accurate, complete and auditable records and receipts for all cleaning, maintenance and repair work performed on the Premises by or for it, including but not limited to copies of all invoices received and all analogous and collateral supporting data regarding such expenses. All such records shall be retained in King County, Washington, for at least six (6) years after the close of such party's fiscal year.

8. AUDIT.

SRT shall permit the Director, City Director of Finance, City Auditor or State Auditor, from time to time, as such official or his/her functional successor or designee deems necessary, to inspect and audit in King County, Washington, at any and all reasonable times, all pertinent books and records of SRT pertaining to maintenance and repair work performed on the Premises. SRT shall supply such auditors with, or shall permit such auditors to make, at no expense to SRT, a copy of all such books and records and any portion thereof, upon the request of such official or such official's functional successor or designee. The Director shall give notice to SRT regarding any audit exception found in the course of any such audit. For any audit performed by City, the SRT Managing Director shall be afforded an opportunity to discuss the audit with the persons who have conducted the same in an exit interview and to review the preliminary audit findings and make a response thereto within such reasonable time period as is specified by the auditor.

9. PREMISES IMPROVEMENTS, ALTERATIONS AND ADDITIONS.

A. SRT Responsibility for Premises Modifications Subsequent to the Making of Initial Improvements. SRT shall be responsible for the making of all improvements, additions, and alterations to the Premises deemed by SRT to be desirable or necessary for its use that do not constitute maintenance, repair, janitorial, or sanitation control work to be performed pursuant to Section 13 of this Agreement. No such improvement, addition, or alteration, or any portion thereof, shall be made at City expense unless otherwise specifically and expressly agreed upon, in writing.

B. Prior Approval of Plans & Specifications Required for Alterations, Additions & Improvements to Portions of Premises Owned by Other Party. No alteration, addition or improvement that either party proposes to make or have made to any portion of the Premises that is not then owned by such modification proposer shall be undertaken by the modification proposer without the prior, written approval of the party owning the portion of the Premises that would be affected by such proposed modification; Provided, that in the event of an emergency, any such modification may be made without the securing of such prior approval, but in such event, the party responsible for the making of such modification shall provide notice to the other party detailing the nature and extent of such modification work as soon as possible after the commencement thereof. Where such modification is to be made at the expense of the modification proposer and will have no adverse financial impact on the other party, such approval shall not be unreasonably withheld or delayed. In addition to the foregoing, prior to

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the commencement of any improvement, addition or alteration work by or for SRT to (1) the exterior of the Premises or (2) any plumbing, mechanical, structural, or electrical system serving the Premises, SRT shall submit to the Director, for approval, schematic designs, design development drawings, and final working drawings and specifications for the construction of the same. SRT shall not begin or permit the commencement of any such activity until after the Director has approved the same, which approval shall not be unreasonably delayed or withheld but may be conditioned upon, among other things, (a) the insuring of City against liability for personal injury and death and damage to property; (b) the protection of City against laborers' or materialmen's liens; and, (c) if requested by the Director, the restoration, upon the expiration or earlier termination of this Agreement, of (i) the Old Premises or the exterior of the New Premises; or (ii) any plumbing, mechanical, structural, or electrical system serving the Premises, or any combination thereof to its condition immediately prior to such change. Nothing in this Section 9 shall require either party's prior approval with respect to cleaning, repair or maintenance undertaken by the other party pursuant to Section 13 of this Agreement.

C. Specific Alterations, Additions & Improvements.

(1) Wiring & Electrical & Electronic Equipment. All electrical wiring and electric and electronic equipment that SRT desires to have installed in the Premises on or after the full execution date of this Agreement shall be installed at no cost to City (except as provided under Section 13 hereof) by a properly licensed contractor.

(2) Old Premises Stage Floor. City shall provide and expend the funds appropriated through City's Capital Improvement Project S9502 to acquire the materials needed for the replacement of the Old Premises Stage Floor and pay the necessary project management and administrative expenses associated therewith. SRT shall complete the necessary alteration of such materials and the installation work to replace the stage floor, which SRT activity shall be treated as an SRT, rather than City, alteration or improvement project. In addition to the other indemnification obligations assumed by SRT hereunder, SRT shall indemnify, defend, and hold City harmless from any and all damages, losses, actions, suits, and causes of action arising out of the alteration of such materials and the installation of the replacement stage floor in the Old Premises and the use of the same subsequent to the date this Agreement is fully executed.

D. No Representation or Liability Created by Approval. The approval by the Director of any design, drawing, or specification for any improvement, addition or alteration to be made to the Premises by or for SRT shall not constitute an opinion or representation by City as to the compliance of such design, drawing or specification with any law or ordinance or its adequacy for other than the Seattle Center Department's own purposes; and such approval shall not create or form the basis of any liability on the part of City or any of its officers, employees or agents for any injury or damage resulting from any inadequacy or error therein or any SRT failure to comply with applicable laws or ordinances.

E. Work Inconsistent with Approved Plans and Specifications. If the other party's approval is required under this Section 9 with respect to the plans and specifications for any improvement, alteration and addition to be constructed, placed or erected on the Premises, or if such other party is responsible for the maintenance of the portion of the Premises on which any such improvement, alteration or addition would be constructed, placed or erected, the party

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for which such construction, placement and erection work or any portion thereof is performed shall ensure that the same is undertaken only in accordance with such approved plans and specifications. The party that owns the portion of the Premises that is affected by such improvement, alteration or addition may, but is not obligated hereunder to, inspect such work to verify that it is or has been undertaken in accordance with the approved plans therefor. In the event any such work is not according to the approved plans, the party that owns the portion of the Premises affected by such improvement, alteration or addition may send a Notice of Noncompliance to the other party. Immediately following its receipt of such notice, the party that has made such noncompliant improvement, alteration or addition shall either remove from the Premises the improvement, addition or alteration at variance from the approved plans and specifications, or make it consistent with such approved plans and specifications within the reasonable time period specified in such notice.

F. Construction Bond. If required by the Director, SRT shall file with the Director prior to the commencement of any improvement, addition, or alteration to the Premises to be made after completion of the work contemplated [illegible] Construction Agreement (Appendix 1) and involving aggregate costs in excess of $100,000, a good and sufficient corporate surety bond subject to approval by the City Attorney as to form and surety, conditioned upon the completion and installation of said improvement, addition, or alteration work as described in plans submitted to and approved by City, and in accordance with the provisions of all licenses, permits, regulations, ordinances and laws governing such activity, and further conditioned upon the payment of all persons supplying labor and material therefor and upon the completion of said improvement, addition or alteration without cost and expense to City.

G. Construction Liability Insurance. If SRT acts as its own general contractor, SRT shall furnish and maintain, and if otherwise, SRT shall require every contractor with which it contracts to furnish and maintain, during the full period of the making of any part of any improvement, alteration or addition to the Premises, at no cost to City, a policy of public liability and property damage insurance issued by an insurance company licensed to do business in the State of Washington, protecting City from any and all claims for damages for personal injury, including death, and for property loss or damage that may arise from any activity related to the making of said improvement, alteration or addition, whether such activity is by SRT, its contractor(s), any subcontractor(s), or by anyone directly or indirectly employed by or under contract to any of them. Said policy shall provide coverage in the following minimum amounts: One Million Dollars ($1,000,000) for injury or death of any person; Two Million Dollars ($2,000,000) annual aggregate for bodily injury; and Builder's Risk coverage equal to the replacement value of the Premises as well as the proposed improvement, alteration or addition; Provided, that minimum required insurance coverage amounts shall be subject to increase after each third anniversary of the Commencement Date to such amount(s) as the Director reasonably determines is necessary to protect City interests in the Premises, taking into account inflation, the foreseeable risks attending the proposed construction activity, and coverage limits customary for property of similar character. Under each such policy The City of Seattle shall be named as an Additional Insured except that for the Builder's Risk coverage, SRT, SRT's general architect, contractor, and subcontractors in every tier, in addition to The City of Seattle, shall be identified as Named Insureds. Each such policy shall provide that the terms thereof cannot be modified or terminated without thirty (30) days prior written notice to City, all in the manner and form specified in Subsection 18.C hereof. Evidence of such insurance, as provided in

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Subsection 18.C hereof, must be filed with the City Risk Manager prior to the commencement of any demolition or construction work.

H. Delivery of Final Development Record Drawings and Related Materials. SRT shall deliver to the Director, within six (6) months after the substantial completion of the New Premises and all alterations, additions and improvements made to either the Old Premises or the New Premises by or on behalf of SRT, (a) 3.5" 1.44MB disks in Autocad 12 or other format acceptable to the Director reflecting and documenting the final development record drawings for the New Premises and the portion of Old Premises or New Premises in which such alteration, addition or improvement work was undertaken, and (b) two (2) copies of any operations and maintenance manuals that have been received by SRT and are necessary for the repair and maintenance of any structural, mechanical, electrical, or architectural building system installed in Premises by or for SRT.

I. Testing of Premises. SRT may make such tests, borings and other minor disturbances of the Premises as may be necessary to develop designs and plans for all improvements, additions and alterations to the Premises that are required or desired by SRT beyond that undertaken pursuant to the Construction Agreement, including installations and modifications to accommodate changes in trade fixtures and stage equipment intended for use on the Premises. SRT shall submit to the Director a report of the findings and results of each such test or boring within thirty (30) days after the date such findings and results are obtained, except any report regarding testing or boring performed with respect to the New Premises prior to the full execution of this Agreement, which shall be submitted within thirty (30) days after the full execution of this Agreement.

10. ACCEPTANCE OF PREMISES.

By entering into and occupying the Premises, or any portion thereof, SRT accepts the same in their condition as of the date of such occupancy. SRT covenants that no representation, statement or warranty, express or implied, have been made by or on behalf of City with respect thereto or the user occupancy that may be made thereof, except as may be contained herein or as is provided for in the Construction Agreement. Nothing contained in this section shall be construed to be made for the benefit of any party other than the City or waive any SRT rights with respect to such third parties.

11. CITY CONTROL OF CENTER BUILDINGS AND GROUNDS.

A. City Reserved Powers. Except as otherwise specifically provided in this Agreement, City reserves the exclusive right, without liability of any kind, to:

(1) Make Physical Modifications to Seattle Center. Increase, reduce, and change in any manner whatsoever the number, appearance, dimensions, and locations of the Seattle Center walks, buildings, landscaping, parking, and service areas, and make improvements, alterations, and additions to the portions of the Seattle Center facilities that have not been made available to SRT for its exclusive use; and make other above-ground and underground

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improvements in and to the Seattle Center regardless of whether or not any such improvement interferes with air, light or views available to or from the Premises; Provided, that the Director shall make a good faith effort to provide reasonable advance notice of each such modification that is proposed to occur in the immediate vicinity of the Premises;

(2) Regulate Traffic. Regulate all traffic within and adjacent to the Seattle Center including the operation and parking of vehicles of SRT, and any of its officers, employees, contractors, and invitees;

(3) Impose or Authorize Imposition of a Charge for Admission to Seattle Center. Impose a reasonable charge for admission to the Seattle Center other than the Premises and facilities therein; Provided, that no such charge shall be applied to or imposed on any holder of a ticket for admission to any SRT event, or to or on any SRT personnel seeking access solely to the Premises, other than the applicable charge imposed for the parking of a vehicle at a Seattle Center parking garage or lot or for transportation on the Monorail. City or any City-authorized third party using any portion of the Premises pursuant to Section 5 hereof may impose admission charges to events in those portions of the Premises being used by City or City-authorized third parties so long as SRT personnel and invitees are exempted from charges imposed for admission to the Premises for SRT business purposes or to participate in SRT programs occurring during the time of such City or festival use of such portion of the Premises; Provided, that nothing herein shall limit City authority to impose any admission tax;

(4) Present Exhibits & Special Events. Erect, display and remove promotional exhibits and materials and permit special events to occur on the Seattle Center grounds, and in the buildings and facilities thereof other than the Premises, and pursuant to Section 5 hereof, in the Premises;

(5) Promulgate Rules & Regulations. Promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any area of Seattle Center other than the Premises, except City shall have the right to promulgate such rules and regulations with respect to events occurring in the Premises pursuant to Section 5 hereof;

(6) Determine Hours of Operation. Reasonably determine the days and hours the Seattle Center and various business operations conducted thereon shall be open to the public; and

(7) Determine Extent of Business Operations at Seattle Center. Determine the size, number, and type and identity of concessions, stores, businesses, and operations being conducted or undertaken at Seattle Center; and to operate and authorize others to engage in any and all forms of concession activity at the Seattle Center and in any facility thereof, as the Director deems appropriate.

B. Restricted SRT Access to Roof of Premises. SRT shall not allow any of its officers, employees, agents, contractors or any other person or entity to have access to or use of the roof for any purpose whatsoever except as expressly authorized, in writing, by the Director.

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12. ENVIRONMENTAL & OPERATING CONDITIONS

A. Definitions. For the purpose of this subsection, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

(1) "Laws or Regulation" shall mean any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction of which SRT has knowledge), now or hereafter in effect including but not limited to the Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act as amended by the Solid and Hazardous Waste Amendments of 1984, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, and the Solid Waste Disposal Act.

(2) "Hazardous Substance" shall mean any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any federal, state, or local statute, ordinance, or regulation relating to environmental protection, contamination or cleanup.

B. Restrictions on SRT Activities Involving Any Hazardous Substance. SRT shall not cause to occur upon the Premises or permit the Premises to be used to generate, produce, manufacture, refine, transport, treat, store, handle, dispose, transfer, or process any Hazardous Substance except in compliance with all applicable Laws and Regulations. SRT shall provide the Director with the SRT's USEPA Waste Generator Number (if any) and shall make available for inspection at SRT's place of business upon reasonable request, all Material Safety Data Sheets (MSDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory permits or approvals (including revisions or renewals) and any correspondence that SRT or any subordinate Premises user other than City or a City-authorized third party pursuant to Section 5 hereof receives from, or provides to, any governmental unit or agency in connection with the handling of any Hazardous Substance or the presence, or possible presence, of any Hazardous Substance on the Premises.

C. Correction of Violations. If SRT or any subordinate Premises user other than City or a City-authorized third party pursuant to Section 5 hereof violates any applicable Law or Regulation or any of the terms of this section concerning the presence or use of any Hazardous Substance or the handling or storing of any hazardous waste, upon receipt of notice of such violation or the expiration of all challenges and appeals of such notice, whichever occurs later, SRT shall promptly take such action as is necessary to mitigate and correct the violation. If SRT does not act in a prudent and prompt manner, City reserves the right, but not the obligation, upon reasonable prior notice to SRT, to act in place of SRT (for which purpose SRT hereby appoints City as its agent), to come onto the Premises and to take such action as is necessary to ensure compliance or to mitigate the violation. If the Director has a reasonable belief that SRT or a subordinate Premises user (other than City or a City-authorized third party user pursuant to Section 5 hereof) is in violation of any law or regulation regarding the presence or use of any Hazardous Substance, or that the action or inaction of SRT or any subordinate Premises user presents a threat of violation or a threat of damage to the Premises, City reserves

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the right, upon reasonable prior notice to SRT, to enter onto the Premises and take such corrective or mitigating action as the Director deems necessary. All reasonable costs and expenses incurred by City directly attributable to any such action shall become immediately due and payable by SRT upon presentation of an invoice therefor.

D. Testing. SRT shall provide City with access to the Premises to conduct an environmental inspection at such reasonable time(s) as may be requested by City. In addition, SRT shall permit City access to the Premises at any time, upon reasonable notice, for the purpose of conducting environmental testing at City expense. SRT shall not conduct or permit any other person or entity to conduct environmental testing on the Premises without first obtaining the Director's written consent, which shall not be unreasonably withheld. SRT shall promptly inform the Director of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the Premises whenever the same becomes known to SRT, and SRT shall provide a written copy of the same to the Director within thirty (30) days after the preparation of any such material.

E. Removal of Hazardous Substances Prior to Vacating Premises. Prior to SRT's vacating of the Premises, whether pursuant to Section 30 hereof or otherwise, SRT shall remove every Hazardous Substance placed on the Premises by SRT or any of its subtenants, employees, agents and contractors during the term of this Agreement and shall demonstrate such removal to the Director's reasonable satisfaction.

F. Reimbursement of City Costs. In addition to any remedy provided above, SRT shall reimburse City whenever City incurs any cost directly resulting from a violation by SRT or any subordinate Premises user (other than City or a City-authorized third party pursuant to Section 5 hereof) of any of the terms of this Section 12, including, but not limited to, the costs of any investigation, clean-up and other remedial activity; the fees of consultants, contractors, and attorneys; fines, penalties assessed directly against City, injuries to third persons or other property, and losses of revenue resulting from an inability to lease or re-license or market the Premises or any portion thereof due to its environmental condition as the result of the violation of the terms of this Agreement by SRT or any subordinate Premises user (other than City or a City-authorized third party pursuant to Section 5 hereof) even if such loss of revenue occurs after the expiration or earlier termination of this Agreement; Provided, that City shall notify SRT prior to incurring any such costs, and SRT shall be provided a reasonable opportunity to defend any claim giving rise to such costs.

G. Indemnification. In addition to all other indemnification provided in this Agreement, and notwithstanding the expiration or earlier termination of this Agreement, SRT shall defend, indemnify and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including the fees of consultants, contractors and attorneys, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substance placed by SRT or any subordinate Premises user other than City or a City-authorized third party pursuant to Section 5 hereof on the Premises and resulting in a violation of any of the terms of this section, or the migration of any such Hazardous Substance from the Premises to other property or into the surrounding environ-

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ment that results in a violation of any of the terms of this section, whether made, commenced or incurred (1) during the term of this Agreement, or (2) after the expiration or termination of this Agreement if arising out of an event occurring during the term of this Agreement; Provided, that City shall provide SRT with prior notice of any event giving rise to SRT's indemnification obligation hereunder.

H. Noise. SRT recognizes and accepts City's current use of Seattle Center facilities and grounds areas for events with noise and vibration. When making any addition, alteration or improvement on or to the Premises, SRT shall take and include such preventive measures as it deems appropriate to reduce the impact of Seattle Center noise and vibration and to make the Premises suitable for SRT's intended use. In the event City desires to undertake construction and maintenance that would generate noise likely to interfere with any scheduled SRT activity, City shall provide notice to SRT regarding the need to make such noise and the expected date(s), time(s), and duration of the same as soon as reasonably possible after City learns of such potential noisemaking, and the parties shall consult regarding possible adjustments in their respective planned activities to minimize the impacts on both parties or to otherwise address the issue; Provided, that no such notice or consultation shall be required in the event such noise is generated as a consequence of construction or maintenance work undertaken in response to an emergency situation.

I. Premises Use Schedule to be Provided by SRT to City. SRT shall submit to the Director not later than ten (10) days after the beginning of each month, a written schedule detailing the following information with respect to activities that are scheduled to occur in the Premises during the immediately succeeding month: (a) for performances, (i) the performance's name, (ii) the name of its presenter, (iii) the particular facility(ies) that will be used, (iv) each performance date and (v) its starting and ending times; and (b) for other uses including but not limited to performances, meetings and other assemblies of people that will occur in any area of the Premises to which people other than SRT officials, employees, and volunteers (i.e., members of the general public) are invited, (i) the type of use, (ii) the name of the user, (iii) the particular facility(ies) that will be used, (iv) each use date, and (v) the starting and ending times for such use. SRT may satisfy this reporting obligation by submitting to the Director an annual schedule of its rehearsal and performance season and by periodically supplementing such annual schedule with such other information as required herein.

13. MAINTENANCE, RECYCLING, CLEANING AND REPAIR

A. Maintenance Responsibilities of Parties; Authority to Use Third Parties. The SRT and City, at no expense to the other, shall maintain in good order, condition, and repair (reasonable wear and tear and damage by fire or other casualty excepted) the particular portions of the Premises assigned to it in Subsection 13.B and Exhibits 4 through 7 and in the manner and to the standards specified in such exhibits. Except as otherwise limited by applicable law, collective bargaining contracts, or this Agreement, each party may select, without interference from the other, its own agents, contractors or designees to perform the maintenance and repair activity that is designated as such party's responsibility under this Agreement.

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B. Janitorial Activity & Sanitation Control.

(1) City Responsibilities. City shall ensure that whatever janitorial activity and sanitation control is necessary to keep the interior of the building on the Old Premises and the loading/unloading/parking area of the Old Premises clean, attractive, and free from vermin, is secured, undertaken and performed in a timely manner. All such work shall be performed at no additional cost or expense to SRT through May 31, 2009. SRT may commission a consultant to provide a reasonable estimate of the cost of, or issue a public request for proposals or invitation to bid for, the performance of janitorial work to be performed in the Old Premises on and after June 1, 2009, which document shall detail the type and extent of all such work to be performed and the required terms and conditions of any contract to be issued in connection therewith, which conditions shall include compliance with R.C.W. Ch. 39.12, Ch. 49.28, and Ch. 49.46, or the successor enactment(s) thereto requiring the payment of minimum and prevailing wages and regulating the hours of work for janitorial services in publicly owned facilities. City shall be eligible to respond to such request for proposals or invitation to bid. In the event that SRT receives a credible proposal or bid or a reasonable consultant's estimate for the performance of such work that indicates such work could be performed by another entity at a cost that is lower than the proposal or bid received from City for the same work or the consultant's reasonable cost estimate for the same work, and City continues to be obligated to allow City janitorial staff to perform such work, then, from and after June 1, 2009, SRT shall reimburse all direct expenses (such as wages, benefits including but not limited to paid time off, supplies, equipment, and equipment maintenance) incurred by City in having such work performed plus an amount for City-incurred indirect expenses associated therewith equal to the direct expenses multiplied by the Seattle Center's indirect rate (which shall be no more than fifteen percent [(15%]); Provided, that the aggregate reimbursement shall be no greater than the lowest credible cost for the performance of such work as specified in the proposals or bids received by SRT. If the collective bargaining agreement between City and the labor organization representing City employees performing janitorial work in the Old Premises is modified to permit SRT to make direct arrangements for the performance of janitorial services in and with respect to the Old Premises, the Director shall give notice to SRT of such modification. If SRT desires to have an entity other than City perform janitorial services in the Old Premises after SRT's receipt of such Director's notice, SRT shall give notice to the Director of the date on which City janitorial services are to end and SRT's contractor's services are to commence (which date shall not be less than one (1) year after the date of such SRT notice). City shall have no responsibility to perform janitorial services in the Old Premises after the date specified in such SRT notice.

(2) SRT Responsibilities. SRT shall ensure that whatever janitorial activity and sanitation control is (a) necessary to keep the interior of the Premises, the loading/unloading/parking area of the Old Premises, and the exterior courtyard on the west side of the New Premises clean, attractive, and free from vermin and (b) not a City performance responsibility under Subsection 13.B.(1) hereof, is secured, undertaken and performed in a timely manner and at no cost or expense to City.

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C. Removal of Recyclable & Non-Recyclable Solid Waste.

(1) Removal of Solid Waste. SRT shall have all recyclable and non-recyclable solid waste generated on and in the Premises removed from the Premises and appropriately disposed of at a location other than the Seattle Center at no cost to the City. Upon SRT's request, City shall provide such removal and disposal services on a regular, scheduled basis, for which SRT shall pay the City charge established, from time to time, for such service. The Director reserves the right to specify the minimum frequency for the removal from the Premises of solid waste and recyclable materials, as well as the access route across the Seattle Center for any motor vehicle used for such removal activity.

(2) Authorized Storage Location of Recycling Containers, Garbage Cans, Dumpsters and Other Equipment. Any storage containers used for the disposal of recyclable materials, garbage cans and dumpsters serving the Premises shall be located only in the exterior location(s) that have received the prior, written approval of the Director. Unless otherwise authorized by the Director, SRT shall not store any equipment of any kind or nature (whether owned by SRT, City or a third party) on the loading dock for the New Premises at any time, or in other areas outside of the buildings on the Premises between 2:00 a.m. and 7:00 a.m. except in the loading/unloading/parking area of the Old Premises.

D. City Access to Premises for City Maintenance, Cleaning & Repair. City, its consultants and contractors, and their respective officers, employees, agents, representatives, and subconsultants and subcontractors shall have the right to enter the Premises at all reasonable business hours and, in the event of any emergency, at any time, to examine and inspect the same and to make such evaluations, and perform such repairs, maintenance and cleaning as is required of City or permitted by SRT under this Agreement, all without abatement of rent or any other fee or charge that may become due and payable after such action unless SRT is required to materially suspend its use and occupancy of the Premises for the period of such action as a direct consequence of such inspection, evaluation, repair, maintenance or cleaning. To facilitate such activity, scaffolding and other necessary structures may be erected when necessary. The person or entity undertaking any such work shall use its best efforts to minimize interference with egress and ingress to, and with SRT's activities on, the Premises. In the event any such inspection, evaluation, repair, maintenance or cleaning activity requires access to the Premises for a period greater than one (1) day or would interfere with any SRT scheduled activity identified in the notice provided pursuant to Subsection 12.I hereof, the Director shall coordinate such activities with SRT schedule requirements. City shall be liable for any and all damage to the Premises and SRT property resulting from City negligence, or the negligence of its employees or agents in connection with such activities. SRT shall provide the Director with such key(s) as will unlock all of the doors in the Premises (excluding SRT's vaults, safes, and desks and files) to facilitate City access for the performing of inspection, evaluation, repair, maintenance and cleaning activity contemplated in this Agreement. City shall have the right to use any and all reasonable means to obtain entry to the Premises in an emergency. No entry into the Premises in accordance with the foregoing by City or any of its contractors or consultants or any of their officers, employees, subconsultants, subcontractors, or agents shall be construed to be an eviction of SRT or a forcible or unlawful entry into, or a detainer of, the Premises or any portion thereof, or the breach of this Agreement. Due care for the Premises and persons and property on the Premises shall be exercised when City or any of its officers,

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employees, consultants, contractors, subconsultants, subcontractors, or agents enter the Premises.

E. Inspection for Maintenance Purposes. The Director shall inspect the Premises at least once per year, at City expense, and shall provide a written report to SRT of City's findings and recommendations regarding necessary or advisable maintenance and repair to be undertaken by SRT as contemplated in Exhibits 4 and 7 hereof. SRT may also inspect the Premises, at its own cost, and may notify the Director of any necessary or advisable repair and maintenance to be undertaken by City as contemplated in Exhibits 5, 6 and 7 hereof. Within a reasonable time after receipt of such report or notice, the party receiving the same shall perform such necessary repair and maintenance work as is its responsibility under this Agreement.

F. Bagley Wright Theatre Maintenance, Repair & Replacement Fund & SRT Replacement Trust Fund.

(1) Creation of City Fund. Within sixty (60) days after the full execution of this Agreement City shall create a "Bagley Wright Theatre Maintenance, Repair & Replacement Fund" (hereinafter "BWTMRR Fund") for the holding, in trust, of the City-provided share of money to be accumulated and expended exclusively for replacement and repair purposes with respect to the Old Premises (including but not limited to the administration of replacement and repair projects) as provided herein.

(2) Creation of SRT Replacement Trust Fund. On or by July 1, 1997, SRT shall make arrangements for the creation of a separate Replacement Trust Fund that shall be used for the holding, in trust, of SRT deposits of money to be accumulated and expended exclusively for replacement, maintenance and repair purposes with respect to the Old Premises (including but not limited to the administration of replacement, maintenance and repair projects) as provided herein.

(3) Remittance of Minimum Annual SRT & City Deposits. Within sixty (60) days after the full execution of this Agreement, and on or by February 1st of each year thereafter through 2009, City shall deposit into the BWTMRR Fund as its minimum annual deposit thereto, the amount of money specified in Exhibit 8 for that year. (No deposit into the BWTMRR Fund shall be required of City for 2010, or for any year thereafter under this Agreement or otherwise.) On or by August 1st of each year from and after 1997 through 2025, SRT shall deposit into the separate Replacement Trust Fund created pursuant to Subsection 13.F.(2) hereof, as its annual minimum remittance thereto, the amount of money specified in Exhibit 8 for that year. Each such deposit shall be an independent obligation of SRT and City hereunder and shall be made without setoff or deduction of any kind or nature and without regard for any claim whatsoever that either party may have against the other.

(4) City & SRT Remittances of Supplemental Deposits.

(a) City Supplemental Deposits. In the event that on or before May 31, 2009, the Director and SRT Managing Director agree that (a) any maintenance, replacement or repair project with respect to the Old Premises costing $5,000 or more must be undertaken one (1) or more years prior to the year such work was anticipated according to the schedule

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attached hereto as Exhibit 8, or a [illegible] ance, replacement or repair project not identified in Exhibit 8 must be undertaken to keep [illegible] Old Premises a fully functional and safe, live theatrical facility, and (b) the aggregate balance of the BWTMRR Fund and SRT Replacement Trust Fund is insufficient to pay for such premature or unanticipated project without jeopardizing the funding of future, planned maintenance, repair and replacement projects as projected in Exhibit 8, then, solely based on the financial reality that City assets, as compared to SRT assets, may be more readily available to pay for such premature or unanticipated project, City shall deposit into the BWTMRR Fund whatever additional funds are necessary to pay the cost of such premature or unanticipated project; Provided, that before City is obligated to make any supplemental remittance pursuant to this subsection, the Director and SRT Managing Director shall meet to review Exhibit 8 and determine whether any anticipated expenditure listed therein could be deferred or Exhibit 8 could be otherwise modified to eliminate the need for the providing of any such supplemental remittance. In the event any such supplemental remittance must be made by City to pay a premature expense (i.e., an expense required prior to the year in which it was expected to occur according to Exhibit 8), then, beginning in the year in which such expense was to occur, according to Exhibit 8, City shall invoice and be reimbursed from the BWTMRR Fund and, as necessary, from the SRT Replacement Trust Fund, in the amount of such supplemental remittance (without the addition of any interest); Provided, that if such reimbursement cannot be paid in any single year, then the amount of such reimbursement that is not payable in such year shall be paid in the next succeeding year. The parties acknowledge that they have purposefully not included in Exhibit 8 any costs associated with the installation of rigging, or any expense associated with the repair or replacement of the Old Premises stage floor. It is the parties' expectation and intention that SRT shall pay all labor costs associated with the installation of rigging as well as all costs of any kind or nature associated with the installation of the Old Premises stage floor (including any alteration of City-purchased materials in connection therewith), or the maintenance, repair or replacement of such stage floor other than the costs specified in Subsection 9.C.(2) hereof. If the amount of [illegible] ds identified in Exhibit 8 for any Old Premises replacement or repair project is sufficient to pay not only the acquisition cost for the necessary materials to be replaced or repaired but also all or a portion of the installation costs associated with any project such installation costs may be paid using such funds. The parties' exclusion from Exhibit 8 of any installation costs or the cost of repairing or replacing the Old Premises stage floor shall not result in any such costs being treated as unanticipated costs under this subsection, however.

(b) SRT Supplemental Deposits. If, in any year during the term hereof through 2009, the SRT Replacement Trust Fund does not generate a return on investment equal to the average rate of return for money in the BWTMRR Fund over the existence of the BWTMRR Fund, SRT shall make a supplemental remittance to the SRT Replacement Trust Fund to equal the difference between the return actually received and the return that would have been received had money in the SRT Replacement Trust Fund been invested like funds in the BWTMRR Fund. If, after SRT has made any such supplemental remittance to the SRT Replacement Trust Fund, the average rate of return of the SRT Replacement Fund over the existence of the SRT Replacement Trust Fund, exceeds the midpoint rate of return between (i) the rate of return contemplated for the SRT Replacement Trust Fund in Exhibit 8 hereof and (ii) the average rate of return for money in the BWTMRR Fund over the existence of the BWTMRR Fund, then SRT may reimburse itself from the SRT Replacement Trust Fund by the amount of its supplemental remittance or so much thereof as is reimbursable from the earnings of the SRT

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Replacement Trust Fund received in excess of the earnings that would have been received had the money in the SRT Replacement Trust Fund always been invested at such midpoint rate of return.

(5) Investment of Money in BWTMRR Fund & SRT Replacement Trust Fund. All money in the BWTMRR Fund and the separate SRT Replacement Trust Fund shall be invested in such interest-bearing instruments as may be determined to be fiscally prudent, given the extent and timing of anticipated expenditures from BWTMRR Fund, which determination shall be made by the City's Finance Director with respect to the BWTMRR Fund, and by the SRT's Director of Finance & Administration or such official's functional successor (hereinafter "Director of F&A") with respect to the SRT Replacement Trust Fund, all in the exercise of each such official's reasonable discretion. All interest earned on money deposited in either such fund shall be deposited into and made a part of such fund as it is received.

(6) Project Management Expenses But Not Administration Charges Allowed Against BWTMRR Fund and SRT Replacement Trust Fund. Both parties hereto acknowledge that either or both may incur legal fees, fund-raising expenses and other costs in connection with administration of the BWTMRR Fund and SRT Replacement Trust Fund. No such administration cost or expense shall constitute or be treated as a charge or offset to or against any money in either such fund. Notwithstanding such limitation, the parties acknowledge that certain replacement and repair activity associated with the Old Premises may require appointment of one or more Project Manager(s) or other staff to supervise and coordinate such work. The reasonable direct costs (such as wages, benefits including but not limited to paid time off, supplies, equipment, and equipment maintenance) incurred by each of the parties hereto in connection with such replacement or repair project management plus an amount for indirect costs incurred by such party in connection therewith, which amount shall equal its direct costs multiplied by no more than fifteen percent (15%), shall be reimbursed from the BWTMRR Fund consistent with normal Seattle Center Project Management payroll processes, and from the SRT Replacement Trust Fund upon presentation and approval of an invoice therefor as provided in Subsection 13.I of this Agreement.

(7) Expenditures from BWTMRR Fund and SRT Replacement Trust Fund; Deferral of Planned Expenditures Requires Joint Approval. All money in the BWTMRR Fund and SRT Replacement Trust Fund shall be expended exclusively for maintenance, replacement and repair purposes associated with the Old Premises as specified in Exhibit 8, including project management and administration expenses incurred in connection therewith. Every invoice requesting payment for a maintenance, replacement or repair project undertaken in or with respect to the Old Premises shall be subject to joint approval by both the Director and SRT Managing Director, as specified in Subsection 13 I, for so long as any portion of a City deposit remains in the BWTMRR Fund after the making of the City's deposit for 2009. Jointly approved invoices shall be paid using money in the BWTMRR Fund before money in the SRT Replacement Trust Fund is expended for such purpose. After the date that the BWTMRR Fund has received the City remittance for 2009 and the balance of such Fund has been exhausted (and after the date on which City has no further obligation hereunder to make any contribution towards the payment of any expense incurred in connection with maintenance, replacement or repair work identified in Exhibit 8), SRT shall assume full responsibility for the completion of all maintenance, replacement and repairs scheduled in Exhibit 8. No maintenance, replacement

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or repair work identified in Exhibit 8 shall be deferred beyond the year in which such work is scheduled to occur, according to Exhibit 8, without the express, written consent of the Director, which shall not be unreasonably withheld.

(8) Accounting Reports Regarding Administration of BWTMRR Fund & SRT Replacement Trust Fund. City shall provide to SRT with respect to the BWTMRR Fund, and SRT shall provide to City with respect to the SRT Replacement Trust Fund, a monthly and an annual summary accounting report detailing all financial transactions affecting the balance of the same including but not limited to the amount of each annual deposit thereto and the aggregate amount of all deposits thereto, the amount of each expenditure therefrom and the aggregate amount of all expenditures therefrom, the amount of interest received during the reporting period, and the balance of such fund as of the end of such reporting period. The City annual report to SRT shall cover the period from January 1st through December 31st, except for the initial reporting period, which shall commence as of the date of the initial deposit into the BWTMRR Fund. The SRT annual report to City shall cover the period from July 1st through June 30th, except for the initial reporting period, which shall commence as of the date of the initial deposit into the SRT Replacement Trust Fund.

(9) Annual Review and Possible Revision of Exhibit 8. The SRT Managing Director and Director shall meet as soon as reasonably possible after the full execution of this Agreement, and thereafter, on or before the last day in February of each year, to review and determine whether any of the expenditure time periods or cost estimate for undertaking maintenance, replacement and repair activity or for acquiring certain consumable stage equipment for the Old Premises, as set forth in the most recently agreed-upon Exhibit 8, should be modified. In the event the Director and SRT Managing Director agree that any portion of Exhibit 8 should be modified, a revised, replacement and substitute Exhibit 8 shall be prepared as provided in Section 44 hereof, and substituted for the last previously attached and incorporated Exhibit 8. As part of each such meeting, the Director and SRT Managing Director shall determine whether any of the maintenance, replacement and repair work assigned to one party hereunder might be more efficiently performed by the other; how such other party might be compensated for assuming any of the maintenance, replacement or repair responsibilities that are not assigned to such other party by this Agreement; what the schedule should be for accomplishing the work identified in Exhibit 8 for the next succeeding year; and if any of the work identified in Exhibit 8 for such year has not been specifically assigned to a party, which party is to perform such work.

c. City-Funded Replacement Projects Subject to City & State Administrative Processes for Contracting Purposes; Inventorying of Items Procured Using City Funds. The undertaking of any maintenance, replacement or repair project with respect to the Old Premises that is to be paid for, in whole or in part, using City-provided funds shall be subject to City administrative processes and applicable state law, and as an activity under the control and jurisdiction of City's Department of Administrative Services or its functional successor until such time as the administrative head of such authority determines otherwise. City, in consultation with SRT, shall develop a scope of work for the completion of each such proposed maintenance, replacement or repair project. Subject to the availability of funding for each such proposed project, City shall thereafter p[illegible]d to contract for the completion of the maintenance, replacement or repair project(s) c[illegible] by SRT in accordance with applicable public work and

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procurement contracting laws, ordinances, regulations and procedures, as determined by such authority and other governmental authorities having jurisdiction over such undertakings. All equipment and other material that is paid for, in whole or in part, using any City funds, shall be delivered, initially, to the Seattle Center central receiving depot; inspected consistent with City purchasing procedures; inventoried as a City Fixed Asset; and tagged with a City equipment label, all prior to being delivered to or installed in the Old Premises.

(1) When City Shall Invite Bids for a Replacement Project's Construction. Before City shall invite bids for the construction of any such replacement or repair project, plans and specifications for the project's construction, appropriate bid documents, and the provisions of the contract for such work (including but not limited to terms acknowledging SRT as a third party beneficiary thereunder, unless prohibited by law), must have been prepared. SRT shall be fully consulted in connection with the preparation of the bid and contract documents.

(2) Review of Bids. Upon receipt of bids, SRT's designated representative and City officials shall jointly review the same in accordance with applicable City procedures. As between City and SRT, the City's public works contracting authority shall be the final authority with respect to the criteria to be used for the selection of the lowest and most responsive and responsible bidder and the terms and conditions of any contract to be executed with such person or entity for any such replacement or repair project in or with respect to the Old Premises.

(3) When a Bid for a Project's Construction Shall Be Accepted by City. Before a bid for any replacement or repair project that is to be paid for using any City-provided funds is accepted by City, the following actions must have occurred:

(a) The bidder that appears to be the lowest responsive and responsible bidder must have been identified; and

(b) The Director must have determined that the balance of the BWTMRR Fund is sufficient to pay all unpaid obligations that have been incurred through the date of such determination as well as the additional expense that would be incurred were the subject bid accepted, or that other funds have been appropriated to pay for such project. If the balance of the BWTMRR Fund is insufficient to pay all such obligations plus the additional amount that would become payable were such bid accepted, then the Director shall give notice to the SRT Director of F&A of that fact and the date by when SRT must have remitted to City such sum of money in the SRT Replacement Trust Fund as is required to make up the difference between the balance of the BWTMRR Fund and the amount required to pay all such obligations and the amount of such bid, to enable City to accept such bid.

H. <u>SRT-Funded Replacement Projects & Alterations, Additions & Improvements to Old Premises Not Treated as Public Works for Contracting Purposes</u>. Whenever SRT undertakes with respect to the Old Premises (1) any maintenance, replacement or repair project contemplated in Exhibit 8, or (2) any alteration, addition, or improvement pursuant to Section 9 hereof, using SRT-provided funds only and without use of any City-provided funds, such undertaking shall not be treated as a "public work" except to the extent required by applicable state law, and shall not be treated as an activity under the control and jurisdiction of City's

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public works contracting authority. SRT shall give notice, in writing, to every bidder, proposer, and contractor with respect to any such work, and shall require every contractor performing any such work to give written notice to every subcontractor and supplier that provides any labor, material or equipment for such work, that the Old Premises is City-owned real property that is not subject to lien under R.C.W. Ch. 60.04 or 60.28. Prior to the commencement of any work by the contractor or any of its subcontractors or the delivery of any supplies or materials by any supplier providing supplies or materials for such project, SRT shall also require each such contractor to deliver to the Director, one or more documents, in writing, signed by an authorized representative of such contractor and each such subcontractor or supplier, acknowledging that inasmuch as the Old Premises is City-owned property, the same is not subject to any lien, and releasing every claim or interest that such contractor, subcontractor, or supplier has or may have against or in such City-owned real property as a consequence of work performed on or with respect to such City-owned real property by such contractor, subcontractor or supplier in connection with such undertaking. Before SRT makes any final commitment to expend $5,000 or more in connection with the maintenance, replacement or repair of any significant component of a theatrical system in the Old Premises including but not limited to the sound system, the dimmers, or any other element of the lighting system, the SRT staff person primarily responsible for making such decision shall consult with his/her Seattle Center technical counterpart to seek concurrence with such SRT decision. In the event of any disagreement regarding such proposed expenditure, such SRT staff person and his/her Seattle Center counterpart shall schedule a meeting with the Director and SRT Managing Director for a discussion of the disagreement so that the SRT Managing Director can have a full understanding of the Seattle Center's position with respect to such proposed undertaking before SRT makes such commitment.

I. Process for Payment of Invoices During Existence of BWTMRR Fund. During the period any balance remains in the BWTMRR Fund after the making of the City's deposit for 2009, each invoice requesting payment from the BWTMRR Fund for work under a replacement or repair project contract or any related consultant contract or for reimbursement of a party's expense incurred in carrying out such replacement or repair project shall be submitted to the Director. The Director shall immediately provide a copy of the same to the SRT Managing Director, together with the Director's determination of whether such invoice should be paid, paid under protest or rejected (if such determination has been made) and an architect's certification that payment of the invoice is appropriate (if such certification is available). Unless otherwise agreed by the Director and SRT Managing Director, if an architect has been engaged to monitor the status of such replacement or repair work, no invoice from the contractor or any consultant engaged for work associated therewith shall be approved for payment without the architect having certified that its payment is appropriate. If the SRT Managing Director believes any such invoice should be paid under protest or rejected, notice of such opinion must be delivered to the Director within ten (10) calendar days after SRT's receipt of a copy of such invoice, and in the absence of any such notice, City may presume that the SRT Managing Director has granted approval for the payment of such invoice. In the event the SRT Managing Director and the Director disagree regarding what treatment any particular invoice should receive, such officials shall discuss, either in person or by telephone, their different opinions. All such discussions shall be held within whatever time period will permit, as appropriate, the processing of a warrant by City in a timely fashion.

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(1) Agreement Regarding Payment. If the Director and SRT Managing Director agree that an invoice should be paid, the invoice shall be stamped "*APPROVED FOR PAYMENT*" and the Director and the SRT Managing Director shall sign their names within or adjacent to such approval stamp. Such invoice shall then be processed and paid consistent with established City procedures for such action and the provisions of this Agreement.

(2) Agreement Regarding Non-Payment. If the Director and the SRT Managing Director agree that an invoice should not be paid, the Director shall return the invoice to the person or entity that submitted the same with an explanation for why payment was not authorized, and provide a copy of such explanation to the surety (if any) for the person or entity submitting such invoice.

(3) Agreement Regarding Payment Under Protest. If the Director and the SRT Managing Director agree that an invoice should be paid under protest, the invoice shall be stamped "*APPROVED FOR PAYMENT UNDER PROTEST*," and the Director and the SRT Managing Director shall sign their names within or adjacent to such approval stamp. The Director shall provide written notice to the person or entity submitting such invoice as well as to the surety (if any) for such person or entity regarding the alleged bases for payment of such invoice under protest, the absence of any waiver by City or SRT of any deficiency in the invoicing person's or entity's performance or any other basis for payment under protest, and City's intent to withhold from the final payment(s) due to the person or entity requesting payment an amount equal to the aggregate amount of payment(s) made under protest until any alleged deficiency or failure is corrected and all disagreements regarding the appropriateness of making such payment(s) are resolved. Such invoice then shall be processed and paid consistent with established City procedures for such action.

(4) Referral of Dispute About Invoice to Independent Evaluator; Sharing of Costs of Independent Evaluator's Determination. If the Director and the SRT Managing Director disagree regarding the action that should be taken with respect to an invoice, the matter shall be referred to an independent evaluator jointly selected by the Director and SRT Managing Director, for such person's recommendation of whether such invoice should be paid, paid under protest, or not paid. Pending the determination by the independent evaluator, the invoice shall be held for further disposition. The costs of the independent evaluator's service in reviewing and making a determination regarding whether a disputed invoice should be paid, paid under protest or rejected shall be initially borne by City, subject to SRT's partial reimbursement of the same pursuant to Subsection 6.A.(4)(f) hereof.

(a) In the event the independent evaluator determines that a protested invoice should be paid without protest and, within seven (7) days after such determination is made, neither party insists that it be rejected or paid under protest, instead, the invoice shall be stamped, signed, processed, and paid as contemplated in Subsection 13.I.(1) hereof.

(b) In the event the independent evaluator determines that a protested invoice should be rejected and, within seven (7) days after such determination is made, neither party insists that it be paid without protest or paid under protest, the invoice shall be returned to the invoicing person or entity as contemplated in Subsection 13.I.(2) hereof.

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(c) In the event the independent evaluator determines that an invoice should be paid under protest and, within seven (7) days after such determination is made, neither party insists that it be rejected or paid without protest, the invoice shall be processed as provided in Subsection 13.I.(3) hereof.

(5) Implementation of Party's Decision to Deal With Invoice in Manner Different from that Recommended by Independent Evaluator. Where the independent evaluator's determination with respect to a disputed invoice is based on a vote of two to one, only the party in the minority shall have the right to require that action contrary to that determined by the independent evaluator with respect to such invoice.

(a) If, notwithstanding the independent evaluator's determination that an invoice should be paid without protest, the party in the minority insists that it be paid under protest, the invoice shall be processed and paid under protest as provided in Subsection 13.I.(3) hereof, and such party shall become subject to Subsection 13.I.(7) hereof.

(b) If, notwithstanding the independent evaluator's determination that an invoice should be paid without protest, the party in the minority insists that it be rejected, the invoice shall be rejected as provided in Subsection 13.I.(2) hereof, and the protesting party shall become subject to Subsection 13.I.(6) hereof.

(c) If, notwithstanding the independent evaluator's determination that an invoice should be paid under protest, the party in the minority insists that it be rejected, the invoice shall be rejected as provided in Subsection 13.I.(2) hereof, and the party insisting that it be rejected shall become subject to Subsection 13.I.(6) hereof.

(d) If, notwithstanding the independent evaluator's determination that an invoice should be paid under protest, the party in the minority insists that it be paid without protest, the invoice shall be paid without protest as provided in Subsection 13.I.(1) hereof, and the party insisting that it be paid without protest shall become subject to Subsection 13.I.(7) hereof.

(e) If, notwithstanding the independent evaluator's determination that an invoice should be rejected, the party in the minority insists that it be paid without protest, the invoice shall be paid without protest as provided in Subsection 13.I.(1) hereof, and the party insisting that it be paid without protest shall become subject to Subsection 13.I.(7) hereof.

(f) If, notwithstanding the independent evaluator's determination that an invoice should be rejected, the party in the minority insists that it be paid under protest, the invoice shall be paid under protest as provided in Subsection 13.I.(3) hereof, and the party insisting that it be paid under protest shall become subject to Subsection 13 I.(7) hereof.

(6) Responsibilities Assumed by Party Insisting on Invoice Payment Under Protest or Rejection Contrary to Determination of Independent Evaluator. Whenever a party insists that an invoice be dealt with as specified in Subsections 13.I.(6)(b), or 13.I.(6)(c) hereof, such party shall become responsible for the defense of any claim or action brought by the invoicing person or entity for payment of the same or the payment of funds withheld from such

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invoicing person or entity as a consequence of such party's insistence, and the payment of any sum found to be due and owing to such person or entity as well as all legal expenses and costs associated with any such defense, interest (if any) on withheld payment(s), and damages (if any, both direct and consequential) suffered by the other party.

(7) Responsibilities Assumed by Party Insisting on Expenditure of Funds Contrary to Determination of Independent Evaluator. Whenever a party insists that an invoice be paid without protest as specified in Subsection 13.I.(5)(d) or 13.I.(5)(e) or paid under protest as specified in Subsection 13.I.(5)(a) or 13.I.(5)(f) hereof, and the reason for the independent evaluator's determination regarding such invoice was that the invoicing person or entity's performance was deficient under the Construction Contract, Architect Agreement, or consultant's contract, or that some other condition for payment was not satisfied, and it is subsequently determined that such deficiency was not corrected or such condition was not satisfied, and the invoicing person or entity has been paid the disputed amount for its work, such party shall prosecute a claim or action to recover funds improperly expended, provide for the correction of the deficiency in the replacement or repair project that was the subject of the invoice dispute or the satisfaction of all condition for such payment (where possible), and assume, in connection therewith, all legal expenses and costs associated with such proceedings. No such claim or action shall be settled or compromised by the party responsible for its prosecution without the written approval of the other party to this Agreement. In the event that funds are recovered from a third person or entity as a consequence of the prosecution of such claim or action, the amount recovered shall be first allocated and expended to correct the performance deficiency and satisfy all conditions for payment (where possible). Any funds remaining after such corrective action has been completed shall be paid to the party responsible for such recovery.

(8) Withdrawal of Protest Regarding Payment or Order to Pay Withheld Funds. Whenever an invoicing person or entity makes corrections reasonably required to eliminate the basis for a party's protest against payment of any invoice paid under protest, or such invoicing party otherwise meets, to the reasonable satisfaction of the protesting party, all conditions for payment of an invoice paid under protest, or such party decides to abandon its protest against any invoice paid under protest, such party shall immediately provide written notice to the City's Project Manager that such party's protest is withdrawn. Whenever such Project Manager receives written notice that a protest against payment of any invoice paid under protest has been withdrawn, or City is ordered, by an arbitrator or judge having competent jurisdiction over the matter, to pay funds previously withheld from an invoicing person or entity under Subsection 13.I.(3) hereof, the Project Manager shall provide written notice to the appropriate invoicing person or entity that, contrary to any notice provided pursuant to Subsection 13.I.(3) hereof, a sum equal to the amount of the invoice paid under protest no longer will be withheld from the final payment(s) requested by such person or entity, and that such sum shall be paid when the same is due and payable.

J. Review of Replacement or Repair Project Contractor's and Consultants' Work; Withholding of Funds; Reporting of Progress and Expenses.

(1) Review of Replacement or Repair Project Contractor's and Consultant's Work. During the period from and after the date the City initial deposit is made into the BWTMRR Fund through the last day any balance remains in the BWTMRR Fund after the

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making of the City's BWTMRR Fund deposit for 2009, the City's Project Manager shall review, on a regular basis, the performance of the contractor and every consultant working under a contract with respect to an Old Premises replacement or repair project to determine whether each performance deficiency asserted by the Project Manager, the SRT Managing Director, or the independent evaluator has been corrected and whether all other conditions for payment of invoices paid under protest have been satisfied.

(2) Withholding of Funds. During the period identified in Subsection 13.J.(1) hereof, City shall withhold from the total compensation and expense reimbursement respectively due to the contractor, the architect, and any consultant engaged for or related to any Old Premises replacement or repair project a sum equal to the aggregate amount paid under protest to such person or entity until the party that asserted a protest against the payment of a particular invoice paid under protest provides written notice to the Project Manager that such protest is withdrawn or abandoned, or until City is ordered to make such payment by an arbitrator or court of competent jurisdiction over the issue, whichever is earlier.

K. Construction Scheduling. The project manager for any Old Premises replacement or repair project shall consult with the Director and SRT Managing Director to schedule the undertaking of such project during such time period(s) as City and SRT mutually deem to be reasonable and feasible.

L. Remedy Upon Either Party's Failure to Clean, Repair or Maintain Premises. If either party fails, for more than thirty (30) calendar days after such party's receipt of a notice from the other party of the need for such work, to properly clean, repair and maintain the portion of the Premises for which it is responsible under this Agreement, the party providing such notice may (but shall not be obligated to) perform or cause to be performed such cleaning, repair, or replacement work on such dates and times as shall not unreasonably interfere with the operations of the other; Provided, that neither party shall undertake such work for the other if the other has requested proposals or invited bids for such work, has begun required processes for the undertaking of the same, or is otherwise diligently proceeding to have such repair or replacement work done. Upon completion of such repair or replacement work, the party responsible for performing such work under this Agreement shall reimburse the expenses incurred by the other party in securing the performance of such work.

M. Physical Modification of Old Premises and Performance of Janitorial Activity Therein Subject to Prevailing Wage Requirements.

(1) General Applicability of Requirements. The undertaking in, on and with respect to the Old Premises of any construction, alteration, improvement, enlargement, repair, demolition, replacement work (i.e., keeping the same in good, usable, operating condition other than the performing of ordinary, routine maintenance), and the performance of janitorial activity by janitors, rug shampooers, floor waxers, and window cleaners (hereinafter collectively referred to as "modification, maintenance or janitorial work") is subject to the wage requirements of R.C.W. Ch. 39.12 (Prevailing Wages on Public Works), R.C.W. Ch. 49.28 (Hours of Labor), and R.C.W. Ch. 49.46 (Minimum Wage Act), all as amended or supplemented. When any such activity is Federally funded, in whole or in part, Federal prevailing wage legislation and regulations shall apply, and such activity shall be subject to both State and Federal prevailing

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wage requirements. SRT and its contractors and their subcontractors shall comply with whichever standard is the higher.

(2) SRT's Obligations. SRT shall prohibit its contractors and every subcontractor or other person doing any portion of any modification, maintenance or janitorial work from paying any laborer, worker, or mechanic less than the applicable prevailing hourly wage rates and fringe benefits for said worker's classification. Higher wages and benefits may be paid at the payor's option. SRT shall require its contractor to assign the appropriate classification to all laborers, workers or mechanics who perform any portion of such modification, maintenance or janitorial work pursuant to this Agreement, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries. SRT shall also require its contractor to ascertain the applicable prevailing rate of wage for each such classification Laborers, workers, and mechanics must be paid in full in lawful money of the United States and at least once each week or such other frequency as is required by applicable law or regulation.

(3) SRT's Indemnification of City from Prevailing Wage Claims. City shall hold SRT responsible for the compliance by SRT's contractor(s) and all subcontractors with payroll reporting requirements and payment of prevailing wages. SRT shall indemnify, defend, and hold City harmless against any and all claims, demands, suits, causes of action, administrative proceedings, damages, costs and expenses (including but not limited to attorneys' fees) arising out of the failure by SRT or any of its contractors or any of their subcontractors to pay the applicable prevailing wage to any person who performs any work on the Old Premises that is subject to the State or Federal prevailing wage law.

14. UTILITY SERVICES.

A. Premises Heating & Cooling. Subject to the service capacity limitations inherent in the current Seattle Center common HVAC utility system and the City need to provide service to tenants in addition to SRT, City shall provide, to the extent reasonably possible, heating and cooling services to the Premises through the Seattle Center's common HVAC utility system. Unless otherwise approved by the Director, whose approval may be granted, withheld, or conditioned in the exercise of such official's discretion, the number and locations of points of delivery of such services to the Old Premises shall be those in existence on the commencement date of this Agreement, and to the New Premises, as approved by the Director through the Construction Agreement. The providing of points of delivery shall be at the sole cost of SRT and only in accordance with plans and specifications that have received the approval of the Director prior to the modification of service or points of delivery. SRT shall not install in the Premises any equipment or otherwise engage in any activity that results in the overloading of the capacity of any utility system serving the Premises or install any equipment or device that is incompatible with the common HVAC utility system serving the Premises. No equipment that SRT desires to have installed in the Premises that would require any change in the HVAC utility system serving the Premises in order to make such equipment operable shall be installed (1) prior to SRT's providing to the Director, SRT's written commitment to pay all City costs associated with and resulting from the making of such HVAC change, and (2) except in accordance with plans and specifications therefor that have received the Director's prior, written

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approval. The total cost of cooling services provided to the Premises shall be divided in the following manner: Sixty percent (60%) shall be attributed to the Old Premises, and the remainder shall be attributed to the New Premises.

B. SRT-Secured Utility Services. SRT shall secure directly from the service provider thereof, whatever utility services are desired by SRT or its sublessees that are not provided by City through the Seattle Center Department under this Agreement, including but not limited to electricity, water and sewer, telephone, cable television and other cable-connected services, and solid waste removal services. Installation activity requiring any physical modification of the Old Premises or the exterior surface of the New Premises shall occur only with the prior written consent of the Director, which consent will not be unreasonably withheld or delayed.

C. Utility Expenses. SRT shall make arrangements with each utility service provider other than Seattle Center for the direct billing to SRT for the providing of all such service. SRT shall pay, before delinquency, all fees and charges imposed (if any) for all utility services provided to the Premises as well as special utility requirements such as transformers, converters, and the installation, change and relocation of points and means of service of all utility lines and systems.

D. City Grant of Easements. City hereby agrees, subject to the Director's reasonable approval, to grant to SRT such easements and/or licenses as may be needed to install the utilities provided for or permitted in this section. The Director shall execute such documents, in recordable form if required, to evidence the foregoing easements and/or licenses.

E. Limitations on City's Liability Regarding Utility Service Interruption or Reduction. City shall not be liable for the interruption or reduction of any utility service under either of the following circumstances:

(1) For City Maintenance. During or in connection with City maintenance work (provided such maintenance work is scheduled at reasonable times and with advance notice to SRT), unless the interruption is due to negligence on the part of City; or

(2) For Capacity Reasons. Whenever the Seattle Center common HVAC utility system reaches its service capacity.

15. PARKING & VEHICULAR TRAFFIC.

A. Parking Required for New Premises. As part of the permitting process associated with the development of the New Premises, City and SRT have executed an Off-Site Accessory Parking Covenant under which forty-six (46) parking spaces in the Seattle Center's "Mercer Street Parking Garage" have been identified as legally established parking spaces in a parking site accessory to the New Premises (the "Principal Building Site"), which spaces are to be used for off-street parking accessory to the New Premises for a period of twenty (20) years from and after June 15, 1995.

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B. Cooperative Parking. As of the commencement date of this Agreement, the Seattle Center has a "Cooperative Parking Status" under Title 23 of the Seattle Municipal Code. Accordingly, and notwithstanding the provisions of Subsection 15.A hereof, and except as provided in Subsection 15.C hereof, City does not provide any area for the reserved use as a parking area for or associated with the Premises (including but not limited to any such area required by or for SRT staff, suppliers or customers), and whatever general, non-reserved parking City makes available for Seattle Center tenants and their respective staffs, suppliers, and customers shall be shared on a first-come, first-served basis.

C. City Provided Parking for SRT Personnel. The loading/unloading/parking area of the Old Premises is the only area made available hereunder for the parking of motor vehicles by SRT staff and its invitees at no additional charge to SRT.

D. Parking & Loading/Unloading Restrictions. SRT shall not permit any motor vehicle to be parked within or adjacent to the loading dock area of the New Premises without having people actively engaged in the loading or unloading of such vehicle. A Seattle Municipal Court citation may be issued for any motor vehicle that is parked in or adjacent to such loading dock but is not being actively loaded or unloaded.

E. Vehicle Movement on Seattle Center Roadways. SRT shall ensure that no motor vehicle larger than a twenty (20) foot truck is driven into the New Premises loading dock by or for SRT, or any of its caterers, concessionaires, contractors, suppliers, or any other person or entity authorized by SRT to use all or any portion of the Premises for any purpose whatsoever. SRT shall make a good faith effort to ensure that no motor vehicle is driven upon any Seattle Center roadway on any day during the term hereof before 7:00 a.m. or after 11:00 a.m. without the driver of such motor vehicle having in such person's possession a valid Seattle Center permit authorizing such activity at that time. (A Seattle Municipal Court citation may be issued for the driving of any motor vehicle onto the Seattle Center grounds before 7:00 a.m. or after 11:00 a.m. on any day where the driver of such motor vehicle does not have in his/her possession such a permit.)

16. OPERATING EQUIPMENT, SERVICES & PERSONNEL.

A. City-Provided Equipment. As of the commencement date of this Agreement, City shall provide, as a part of the Old Premises, the fly system, lighting system, sound system, electrical distribution system and soft goods described in Exhibit 2. Any other or additional material or equipment desired by SRT in the Premises shall be secured by SRT at no cost or expense to City except as contemplated in Subsection 13.F hereof or Exhibit 8. Any modification of the Old Premises required for the installation of any such other or additional system(s) or equipment shall be subject to the prior, written approval of the Director.

B. Security Personnel. Security personnel shall be assigned by City through May 31, 2009, to assist in the protection of persons and property in the Old Premises during the Term of this Agreement at no additional cost to SRT. SRT may secure similar security personnel services through the Seattle Center for the performance of the same functions in and with respect to the New Premises, and from and after June 1, 2009, in and with respect to the

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Old Premises, at the then-applicable City charge for such personnel services if the providing of such personnel and performance of such functions are standard Seattle Center business practices at the time such personnel are desired. The providing of any such security personnel service shall not constitute or be deemed to be insurance or protection for SRT against the effects of any criminal activity.

17. INDEMNIFICATION.

A. SRT Indemnification. Except as limited by Subsection 17.C hereof, SRT shall indemnify, defend, and hold City, its officers, employees and agents harmless from any and all liability, losses, claims, actions, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to the use and occupancy of the Premises or any portion thereof, or any act or omission of SRT or any of its sublessees, or any of the officers, employees, agents, contractors, or volunteers of any of the same on the Premises, or any claim by a third party arising from any of the foregoing, including but not limited to trademark, patent, and copyright infringement; Provided, that in the event the City determines that one or more principles of governmental or public law are involved, City retains the right to participate in such action at its own expense.

B. City Indemnification. Except as limited by Subsection 17.C hereof, City shall indemnify, defend and hold SRT and its directors, trustees, officers, employees and agents harmless from any and all losses, claims, actions, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any act or omission of City or any of its officers, employees or agents in connection with City's use, maintenance or occupancy of the Premises, or any claim by a third party arising from any of the foregoing including but not limited to trademark, patent, and copyright infringement.

C. Indemnification Regarding Any Alteration, Addition, or Improvement. Where any bodily injury or damage to property results from or arises out of any construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any portion of the Premises or any road, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, the indemnification provided pursuant to Subsections 17.A and 17.B hereof, shall be limited to the extent of the indemnitor's negligence.

D. Waiver of Immunity and Limitations on Industrial Insurance Liability. For purposes of this indemnification and hold harmless provision, City and SRT expressly waive their respective immunity and limitations on liability under any industrial insurance legislation including but not limited to Title 51 R.C.W. and acknowledge that this waiver was specifically entered into after mutual negotiation.

18. INSURANCE.

A. Minimum Insurance to be Secured and Maintained. Prior to the commencement of any activity on the Premises under this Agreement, SRT shall secure and shall thereafter

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maintain, in full force and effect at no expense to City, one (1) or more policies of insurance as specified in Exhibit 9.

B. Reconstruction Following Loss.

(1) Insurance Proceeds. In the event of any loss, damage or casualty that is covered by property insurance, the parties to this Agreement shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which proceeds shall be jointly held in trust by City and SRT (including interest earned by City and SRT on such proceeds) for the purpose of restoring the Premises and improvements made thereto that have been damaged by the casualty to their former condition and usability or replacing the same with equivalent or more suitable improvements.

(2) Reconstruction. Using property insurance proceeds, the parties shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary (a) to repair and restore the Premises and all improvements made thereto that have been damaged by any insured casualty to their former condition, or (b) to replace the Premises and all improvements made thereto with a facility of a quality and usefulness for the activities contemplated in this Agreement that is at least equivalent to, or more suitable than, the Premises and improvements that were damaged or destroyed; Provided, that notwithstanding the provisions of this subsection, in the event that the Premises or the improvements made thereto, or a substantial portion thereof is damaged or destroyed by other than the fault of SRT or any of its officers, employees, contractors or agents, SRT shall have the option to terminate this Agreement, which option shall be exercised by SRT's delivering notice thereof to the Director not later than ninety (90) days after the date of any such damage or destruction. In the event of any such termination, the amount of money payable in the form of insurance proceeds as a consequence of such damage or destruction shall be divided between SRT and City as provided in Exhibit 10.

C. Waiver of Subrogation. City and SRT waive all subrogation rights against each other, any contractors, architect, architects' consultants, service providers, and all of their respective subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 18 or other property insurance applicable to the Premises, except such rights as they have to proceeds of such insurance held by City and SRT as fiduciaries. SRT shall require a similar waiver from every contractor performing any work on the Premises. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

D. Mutual Defense Obligations. With respect to any third-party claim against or potentially against both SRT and City that results from or arises out of any Premises use or the SRT operations thereon, SRT and City agree to coordinate their defense of such claims pursuant to this provision. The parties agree to work together in good faith, and cause their respective counsel to work together in good faith, to coordinate and implement a strategy with respect to the legal defense of any such action, including, without limitation, answers, counterclaims, motions, discovery, settlement, preparation for trial, dispute resolution and any other hearings,

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and appeal. Notwithstanding the foregoing, the obligations hereunder shall not impair or restrict either party's rights with respect to the defense of such an action nor shall such obligations prohibit the taking of any action that is in a party's best interest, including, without limitation, seeking the dismissal or summary judgment of claims, negotiating or entering into a settlement or pursuing any form of alternative dispute resolution. Each party in all cases shall bear its own costs and related expenses with respect to any third-party claim hereunder, including, without limitation, attorneys' fees, costs, settlements and judgments.

E. Assumption of Risk. The placement and storage of personal property in the Premises shall be the responsibility, and at the sole risk, of SRT.

F. City Remedy Upon SRT Failure to Insure. The Director shall notify SRT whenever the Director has a reasonable belief that SRT has failed to secure or maintain insurance as required by this Agreement. In the event such failure is not remedied within such reasonable period as the Director may specify, the Director may secure such insurance and charge SRT the full premium cost therefor plus either an administrative service charge equal to the greater of either (a) fifteen percent (15%) of such premium charge or (b) Two Hundred Fifty Dollars ($250) plus the percentage of such sum that equals the percentage increase, if any, in the Consumer Price Index ("CPI") for All Urban Consumer Items, All City Average, using the base 1982-84 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor, that has occurred between July 1996 and beginning of the month in which such insurance is to be secured; Provided, that in the event of any change in the index base (1982-84 = 100) or other modification of such index, the parties hereto shall apply whatever conversion factor(s) are necessary to establish the true percentage change in the CPI for any period in which such modification(s) occur, and in the event such index is discontinued, the parties hereto shall select and use for such adjustment purpose, another, similar index that reflects consumer price changes.

19. DAMAGE OR DEFACEMENT OF PREMISES OR SEATTLE CENTER.

A. Damage or Defacement by SRT or Any SRT-Associated User. SRT shall not damage or in any manner deface the Premises or any building or the grounds of the Seattle Center and shall not cause or permit anything to be done by any of SRT's sublessees or licensee, or any invitee, agent, employee, officer, or contractor of any of the same such that the Premises or any other portion of the Seattle Center is damaged or defaced in any manner. In the event that any portion of the Seattle Center other than the Premises, or any portion of the Premises that is a City responsibility to repair and maintain, is damaged or defaced by an act or omission of SRT, any SRT sublessee or licensee, or any officer, employee, contractor, invitee or agent of any of the same, SRT shall pay City within thirty (30) days after the date of an invoice therefor, the full City costs for restoring such property to the condition it was in immediately prior to such damage or defacement.

B. Damage or Defacement by City. City shall not damage or in any manner deface the Premises or SRT property contained therein and shall not cause or permit anything to be done by any agent, employee, officer, or contractor of City such that the Premises or such SRT property is damaged or defaced in any manner. In the event that during the period of City's use

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of the Premises, any portion of the Premises, or any SRT property therein, is damaged or defaced by an act or omission of City, or any of its officers, employees, contractors, invitees to the Premises, or agents, City shall restore the Premises to its condition immediately prior to such damage or defacement as quickly as is reasonably possible after the discovery of such damage and establishment of City responsibility for its damage or defacement or pay SRT within thirty (30) days after the date of an invoice therefor, the full SRT costs for restoring such property.

C. Standard for Restoration. The repair or restoration of the Premises following the occurrence of any damage or destruction thereof shall be to a condition substantially equal to or better than the condition the Premises were in immediately prior to the occurrence of such damage or destruction.

20. SIGNS & PROMOTIONAL MATERIALS.

A. Signs on Exterior of Premises. The SRT may install signs on the exterior of the Premises, identifying the building by name, its status as the site of the SRT's productions and containing other information related to SRT, including without limitation program information, fundraising information and special SRT announcements. The design, installation and location (but not the contents) of all such signs shall be subject to the written approval of the Director, which approval shall not be unreasonably withheld. No other sign(s) or other advertising matter, symbols, canopies or awnings shall be attached to, painted on, or otherwise installed on the exterior surface of any portion of the Premises, including any window thereof, without the prior written approval of the Director, who may approve, deny, or approve subject to conditions, any SRT request therefor in the exercise of such official's reasonable discretion.

B. Promotional Displays Outside of Premises. Areas outside of the Premises may be used for the posting or exhibiting by or for SRT of promotional, directional, or other communicative information or material only with the prior, express, written permission of the Director, who may approve, deny, or approve subject to conditions, any SRT request therefor in the exercise of such official's reasonable discretion. SRT shall ensure that any such material to which the Director objects, is removed from display immediately following SRT's receipt of such objection.

C. Promotional Materials to Include Reference to Premises. SRT shall, to the extent possible, include in any promotional material imprinted or published or otherwise produced by or on behalf of SRT that makes references to the Premises, including but not limited to advertisements, posters, programs, but not including tickets, notice that the Premises are located at the Seattle Center.

D. Promotional Material on Inside of Premises. All promotional materials on the interior of the Premises shall be designed and installed, to the extent reasonably practicable (given the fact that much of the exterior surface of the Premises consists of windows), to be primarily viewable by an audience that is inside, rather than outside, of the Premises. Neither City nor any City-authorized third party pursuant to Section 5 hereof shall post any information or material in or on the Premises except during periods of use of the Premises pursuant to

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Section 5, and all such information or material shall relate only to such authorized use. All such information and material shall be submitted to SRT in advance of its being posted or displayed. The design, installation, and location (but not the contents) of said information or materials shall be subject to the written approval of SRT, which approval shall not be unreasonably withheld. City shall ensure that all such information and materials shall be removed at the end of the use period authorized under Section 5 hereof.

21. ASSIGNMENT, TRANSFER & SUBLEASES.

A. Prior Notice, Consultation & Written Consent of Director Required. SRT shall not assign or transfer this Agreement or otherwise convey SRT's rights hereunder, or sublease all or any portion of the Premises without giving the Director at least fifteen (15) day's prior notice of such proposed action, and shall not execute any sublease of all or a portion of the Premises for a period of three (3) or more consecutive months (a "long-term sublease") without the prior written consent of the Director; Provided, that for the purposes of this section, different sublease agreements between SRT and the same subtenant of all or any portion of the Premises shall be treated as a single, long-term sublease if the aggregate duration of such subleases equals or exceeds ninety (90) days and the various periods of time that such subtenant is authorized to use and occupy any portion of the Premises under such sublease agreements are not separated from each other by at least sixty (60) consecutive days.

B. Conditions for Director's Consent. The Director's consent for any proposed assignment, interest transfer or long-term sublease shall not be unreasonably withheld or delayed when the following conditions are satisfied:

(1) Documentation Required to be Delivered to Director: SRT has delivered to the Director, to the Director's reasonable satisfaction, the following material:

(a) Identification of Proposed Assignee, Transferee, or Long-term Subtenant. SRT's written request to assign this Agreement or to execute a long-term sublease or to otherwise transfer all or a portion of its interests in this Agreement, which request identifies, with particularity, the legal name of the proposed assignee, transferee, or long-term subtenant; the form of organization that entity uses to engage in business; that entity's business address and telephone number; and, in the case of a long-term sublease, a description of the portion(s) of the Premises proposed to be sublet;

(b) Commitment to Operate Consistent with Seattle Center Policies. Evidence that a condition of the assignment, transfer or long-term sublease will require the proposed assignee, transferee or long-term subtenant to operate and conduct activities in the Premises consistent with the mission statement of, and activities otherwise permitted by, the Seattle Center;

(c) Commitment to Secure & Maintain Insurance and to Pay Fees & Royalties. Evidence that the proposed assignee, transferee or long-term subtenant has been legally obligated to secure and maintain during the term of its use and occupancy of the Premises or any portion thereof commercial general liability and business automobile insurance satisfying

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the requirements of Section 18, hereof, and to pay any and all royalties, license fees and similar charges associated with its activities in the Premises;

(d) Waiver of Property Damage Claims Against City. A written waiver by such proposed assignee, transferree or long-term subtenant of any claim it has or may have against City for the damage or destruction during such assignee's, transferree's or long-term subtenant's use of the Premises or the subleased portion(s) thereof, of any personal property owned or under the control of such assignee, transferree or long-term subtenant (except damage or destruction that is due to City negligence);

(e) Acknowledgement of Subordination of Long-term Sublease to Agreement and of SRT's Continuing Obligation to City. Where SRT proposes to enter into a long-term sublease, a written acknowledgement executed by SRT and the proposed long-term subtenant that any such sublease is subordinate and subject to the terms and conditions of this Agreement, and that no sublease shall relieve SRT of its obligations under this Agreement; and

(2) Determination Regarding Exclusive Use Conflicts. The Director determines that the Premises use intended by the proposed assignee, transferee or long-term subtenant does not conflict with any exclusive use that may have been authorized for a third party at Seattle Center.

C. Director's Consent Is No Waiver of Agreement Requirements. The Director's consent to any assignment or other form of interest transfer or long-term sublease shall not be deemed a waiver of the requirement that SRT secure the consent of the Director for any subsequent assignment, interest transfer or long-term sublease. No assignment, transfer or sublease, with or without the Director's consent, shall release or relieve SRT of or from any of the obligations on its part to be kept and performed under this Agreement. In the event of any assignment of this Agreement, SRT shall cause to be delivered to the Director, simultaneously with such assignment, an instrument in writing, executed by the assignee, in which the assignee assumes and agrees to perform all of the terms and provisions of this Agreement, including those to be kept and performed by SRT that have not been fully performed.

22. CONCESSION OR CATERING ACTIVITY.

A. Definitions. As used in this section, unless the context clearly requires a different meaning,

(1) "Caterer" means any "caterer" as defined in the "Seattle Food Code" (Seattle Municipal Code Ch. 10.10 or its successor).

(2) "Concession or catering activity" means and includes the preparation, service, free distribution, or sale of food or any beverage, including any alcoholic beverage, or the free distribution or sale of any concession merchandise or service for any consideration including but not limited to the reimbursement of costs associated with such activity; and

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(3) "Concession merchandise or services" means and includes inedible goods and hospitality services relating to the SRT, its sublessees, and the productions and performances presented in the Premises, but not elsewhere at the Seattle Center unless specifically authorized by the Director; it includes but is not limited to souvenirs and novelties and coat- and hat-checking services.

B. Grant of Right. Except as provided in Subsection 22.C, hereof, City grants to SRT the exclusive right to engage in concession or catering activity and to authorize individuals and other entities to engage in such activity for and on the behalf, or under the auspices of SRT, inside the buildings on the Premises, subject to the conditions set forth herein.

C. Right Not Effective During Certain Use Periods. The concession and catering rights granted to SRT in Subsection 22.B hereof shall not be effective during any period of time when the Production Areas are being used by City or by any City-authorized third party pursuant to Section 5 hereof. Nothing herein shall prohibit SRT from making separate arrangements with City or any City-authorized third party either for such person or entity's use of the SRT concession sales area(s) in the Premises or for SRT's engaging in concession or catering activity in the Premises during the period of time when the Production Areas are being used by City or any City-authorized third party pursuant to Section 5 hereof.

D. Food Service Establishment Permit Required. SRT shall ensure that all potentially hazardous food offered for sale within the Premises pursuant to this Agreement has been prepared, transported, served and otherwise provided only by a person or entity issued a current valid Food Service Establishment permit or comparable authorization issued by the Seattle-King County Department of Public Health or its successor.

E. Insurance Required. SRT shall ensure that any person or entity that it contracts with, licenses, or otherwise permits to engage in concession or catering activity within the Premises pursuant to this Agreement secures and maintains in full force and effect during the period such person or entity engages in such activity, a policy of general commercial public liability insurance, and if such person or entity drives any motor vehicle on the Seattle Center grounds, business automobile insurance, all consistent with the requirements of Section 18 hereof, under which policy(ies) The City of Seattle is named as an additional insured.

F. Licenses and Permits; Contingent Expiration of Right. All licenses, permits and other authorization required in order to legally conduct the concession or catering activity contemplated herein shall be acquired and maintained at no cost to City. The inability of SRT or any caterer, lessee or subcontractor of SRT, to secure or to maintain any such license, permit or other authorization shall not invalidate the concession and catering right granted herein.

G. Use of Banned Customer Service Serving Materials Prohibited. SRT shall not use, and shall prohibit every SRT subtenant and other person and entity authorized to engage in catering or concession activity hereunder from using, in connection with any concession or catering activity under this Agreement, any type of serving container or implement that is now or hereafter prohibited for use at Seattle Center. This SRT obligation with respect to materials other than polystyrene foam food or beverage containers shall be effective only after such materials have been identified by the Director through notice to SRT.

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H. SRT's Restoration Responsibility for Areas Used for Serving Food & Beverages. Notwithstanding any other provision of this Agreement, in the event that any portion of the Premises or other portion of the Seattle Center is used for any catering activity by or for SRT, then, except as may be otherwise agreed upon by the Director and SRT Managing Director, SRT shall ensure that any area so used is restored immediately after such activity to at least as good a physical condition as such area was in immediately prior to such activity. All such restoration work on the interior of the Premises shall be completed within thirty (30) days after such event or such longer period as the Director shall allow, and on the exterior of the Premises, within such time period as the Director shall require.

I. Authorization for Subcontracting, Concession or Catering Activity. SRT is authorized to enter into such subcontracts, concession and caterer's agreements as it deems necessary to exercise the concession and catering right granted hereunder. This Agreement constitutes the prior express written authorization of City for the use of the Premises by SRT's caterers, concessionaires, and contractors, for concession or catering activity as described above.

J. No Catering or Concession Activity on Exterior Portion of Premises or on Seattle Center Grounds Without Director's Consent. Neither SRT nor any of its subtenants, caterers, or concessionaires shall use any exterior portion of the Premises or any other part of the Seattle Center for any catering or concession activity without the prior, express, written consent of the Director, whose consent shall not be unreasonably withheld.

23. OWNERSHIP OF PREMISES IMPROVEMENTS, ALTERATIONS & ADDITIONS.

Except as otherwise provided in this Agreement, all alterations, additions, and improvements to the Old Premises and all landscaping improvements made by SRT under the Construction Agreement shall become the property of City immediately upon their affixation to the Premises or their substantial completion, whichever is earlier, and shall be subject to all of the provisions of this Agreement. The improvements, additions and alterations made by SRT under the Construction Agreement other than landscaping improvements shall become City property as of the expiration or earlier termination of this Agreement.

24. COMPLIANCE WITH LAW.

A. Lawful Use. SRT, as the lessee hereunder, and City, with respect to its use of the Premises pursuant to Section 5 hereof, each agree to abide by, conform and comply with, and SRT and City each agrees to use its best efforts to ensure that every person it admits to the Premises abides by, conforms and complies with, all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; rules and regulations of the Seattle Center, Fire, Health, and Police Departments or the functional successors thereof; and licenses, permits, and authorizations required by any such authority. Whenever either party or its authorized representative is informed of any violation of any such law, ordinance, rule, regulation, license, permit, or authorization committed by it, it shall immediately desist from such violation and shall make its best effort to prevent such

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violations by any person admitted by it to the Premises. The final judgment of any court or administrative body of competent jurisdiction or the admission by a party in any action against it, whether the other party is a party thereto or otherwise, that it or its invitees has violated any law, ordinance, rule, or regulation shall be conclusive of that fact as between City and SRT.

B. Licenses and Similar Authorizations. SRT, at no expense to City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits and similar legal authorizations, and comply with all requirements thereof; Provided, however, such responsibilities shall be City responsibilities with respect to City use of the Premises pursuant to Section 5 hereof.

C. Taxes. SRT shall pay, before delinquency, all taxes, levies, and assessments of any kind or nature that are imposed or become due during the term of this Agreement and arise from any activity on or use and occupancy of the Premises pursuant to this Agreement, including but not limited to taxes arising out of the activity or business conducted on the Premises (other than non-SRT use pursuant to Section 5 hereof); taxes levied on SRT property, equipment, and improvements on or to the Premises; taxes on SRT's interest in this Agreement and any leasehold interest deemed to have been created thereby under RCW 82.29A, if applicable; and any assessment levied for any local improvement, utility local improvement, or any similar undertaking; Provided, that in the event an assessment is based upon the extent of property lying adjacent to a street, SRT shall be responsible for its pro-rata share of such assessment based upon the portion of the street frontage occupied by the Premises. In the event the State of Washington makes any demand upon City for payment of any tax resulting from SRT's use or occupancy of the Premises or the conduct of any activity subject to tax, or the State withholds funds due to City to enforce collection of leasehold excise or any other tax, SRT, at its sole expense, shall contest such action and indemnify City for all sums expended by or withheld by the State from City in connection with such taxation; Provided, that SRT may pay any such tax in lieu of contesting it or indemnifying City. City shall pay, or shall contractually obligate all City-authorized third parties to pay, and shall indemnify and hold SRT harmless for all imposed taxes that relate to events in the Premises pursuant to Section 5 hereof (except for taxes imposed on concession sales by SRT or for SRT's benefit), and for all taxes that may be imposed on SRT or SRT's use of the Premises resulting from any use pursuant to Section 5 hereof by City or any City-authorized third party.

D. Attendance & Safety Standards. The Seattle Fire Chief or his/her designee shall have the authority to determine in the reasonable exercise of his/her discretion, the number of persons that may be admitted to, and safely and freely move about in the Premises. SRT shall not sell or issue tickets or credentials for admission to the Premises in an aggregate number that exceeds the Seattle Fire Chief's determined number. SRT shall not admit to the Premises more people than the number so determined by the Seattle Fire Chief. SRT shall not permit any chair or movable seat or other obstruction to be erected or placed in any passageway or fire exit. Sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets and all ways of access to the Premises shall not be obstructed by SRT or used for any purpose other than for ingress and egress to the Premises. City shall be responsible for assuring compliance with each of the foregoing requirements during periods of City use of the Premises pursuant to Section 5 hereof.

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E. Nondiscrimination and Affirmative Action. SRT shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including the Seattle Municipal Code (SMC), notably SMC Ch. 20.44; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

F. Women's and Minority Business Enterprise Utilization Compliance.

(1) Incorporation of Ordinance. This Agreement hereby incorporates by reference S.M.C. Ch. 20.46A (the "Women's & Minority Business Utilization ["WMBE"] Ordinance") and all regulations implementing the same. The purpose of Seattle's WMBE Program is to provide a prompt remedy for the effect of past discrimination. The failure of SRT or any contractor or subtenant of SRT to comply with any of the requirements of S.M.C. Ch. 20.46A in the exercise of the rights granted by this Agreement shall be a material breach of contract.

(2) SRT's Obligations. During the Term of this Agreement and any extension thereof, SRT shall:

(a) Meet the minority business enterprise ("MBE") and women's business enterprise ("WBE") set-asides established for this Agreement, if any;

(b) Make affirmative efforts to utilize WMBEs in performing SRT's obligations under this Agreement, whether as contractors, suppliers, subtenants, or in any other capacity;

(c) Require that all contractors and subtenants make affirmative efforts to utilize WMBEs in the performance of this Agreement;

(d) Maintain records reasonably necessary for monitoring compliance with the provisions of S.M.C. Ch. 20.46A, and submit such information as may be requested by the DAS Director or such official's functional successor in order to monitor and enforce compliance; and

(e) Require that contractors and subtenants maintain records reasonably necessary for monitoring the compliance of such contractors and subtenants with the provisions of S.M.C. Ch. 20.46A, and that the contractors and subtenants submit such information as may be requested by the DAS Director or such official's functional successor in order to monitor and enforce compliance.

(3) Liquidated Damages for Breach. City, in general, and its WMBE Program in particular, are damaged when a contract, or portion of a contract, to be performed by a WBE or MBE is not actually performed by a WBE or MBE in compliance with S.M.C. Ch. 20.46A. Because the actual amount of such damage is not reasonably calculable, City and SRT agree and stipulate that liquidated damages equal to the unmet dollar amount of any WBE or MBE set-aside (if any) will fairly compensate City for resulting delays in carrying out the purpose of the WMBE Program, the costs of meeting utilization targets through additional

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contracts, the administrative costs of investigation and enforcement, and other damages and costs caused by the violation.

25. ROYALTIES, LICENSE FEES, AND SIMILAR PAYMENTS.

SRT shall pay, before delinquency, all royalties, license fees, and other charges due and payable to any person or entity as the consequence of any public performance(s) or display(s) of copyrighted work(s) during its use of the Premises or any portion thereof. City or its authorized third party users shall be responsible for all similar royalties, license fees and other charges in connection with such entities' use of the Premises pursuant to Section 5.

26. LIENS AND ENCUMBRANCES.

SRT shall keep the Premises free and clear of any lien or encumbrance arising or growing out of its use and occupancy of the Premises or any portion thereof. At City's request, SRT shall furnish City written proof of payment of any item that would or might constitute the basis for such a lien or encumbrance on the Premises if not paid.

27. MEDIATION OF DISPUTES.

The parties hereto shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, to participate in good faith in the mediation process described below, and attempt to resolve all claims and disputes between them in a one mediation effort.

A. Involvement of Mediator & Mediator's Consultants. In the event an issue cannot be resolved by negotiations between subordinate staff of SRT and Seattle Center, the matter shall be referred to the Director and the SRT Managing Director. In the event those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute; Provided, that in the event the Director and SRT Managing Director cannot agree upon a mediator within such seven (7) day period, either party may apply to the American Arbitration Association or the Judicial Arbitration & Mediation Service for the appointment of a mediator according to the process that is established by such entity for such action. SRT and City shall share equally the cost charged for the mediation of any dispute. The mediator shall have the authority to engage one or more expert consultants with knowledge in the field(s) or area(s) involved in the matter(s) that are in dispute to assist the mediator and the parties to evaluate their respective claims and possibly reach agreement to resolve their dispute.

B. Continuation of Efforts in Event of Dispute; No Litigation Without Mediation. Notwithstanding the existence of any dispute between the parties hereto, the parties shall continue to carry out, without unreasonable delay, all of their respective responsibilities under this Agreement that are not affected by the dispute. Neither party to this Agreement shall

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commence any litigation against the other with respect to any claim or dispute under this Agreement without first participating, in good faith, with the other party in mediation as contemplated in this section.

28. DEFAULT.

A. Default by SRT. The following acts and omissions by SRT shall constitute a default and material breach of this Agreement:

(1) SRT's failing to comply with any of the material requirements of Section 18 hereof, regarding insurance;

(2) SRT's failing to cease, or correct or remedy, any violation of any law, ordinance, rule, or regulation, after SRT's receipt of notice and a reasonable time to cease such violation or make such correction or provide such remedy;

(3) SRT's abandoning or vacating the Premises;

(4) SRT's failing to pay any sum of money due to City within thirty (30) days after notice from City that such a payment is overdue, notwithstanding the right of City to interest on any such sums that become delinquent;

(5) SRT's becoming insolvent, making a general assignment for the benefit of creditors, suffering or permitting the appointment of a receiver for its business or assets, becoming subject to any proceeding under any bankruptcy or insolvency law (whether domestic or foreign), or being wound up or liquidated, voluntarily or otherwise; or

(6) SRT's failing to perform any other material condition or covenant of this Agreement where such failure in performance is not remedied within the time allowed by Subsection 28.C hereof, or such other period for remedial action as is expressly otherwise provided for in this Agreement.

B. Default by City. City shall be in default and material breach of this Agreement if City fails to perform a material condition or covenant required of it where such failure in performance is not remedied within the time allowed by Subsection 28.C hereof, or such other period for remedial action as is expressly otherwise provided for in this Agreement.

C. Notice of Default; Opportunity to Cure; Extension of Period to Cure Default. Neither City nor SRT shall be in default unless such party fails to perform an obligation required of it within a reasonable time, which time shall not extend more than thirty (30) days after written notice from the aggrieved party has been received by the other, specifying the particular obligation that the other has failed to perform or provision of this Agreement that has been materially breached; Provided, that if the nature of the other party's obligation is such that more than thirty (30) days are reasonably required for performance or the curing of such material breach, then the other party shall not be in default if it commences performance or cure within such thirty (30) day period, and thereafter diligently prosecutes the same to completion;

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Provided, further, that if City has provided to SRT a notice of default and an opportunity to cure pursuant to the terms and conditions of the Construction Agreement, then no separate notice of default or separate opportunity to cure shall be required under this Agreement with respect to the termination by City of the Construction Agreement as a consequence of SRT's refusing or failing to have the New Premises constructed consistent with, or other material breach of, the terms and conditions of the Construction Agreement.

29. REMEDIES UPON DEFAULT AND MATERIAL BREACH.

A. City Right to Terminate Agreement. In the event a court of competent jurisdiction determines that there has been a material and substantial default or breach of this Agreement by SRT, and City is not in default or breach of this Agreement, City may terminate this Agreement, re-enter the Premises, permit others to use said Premises during any portion of the period of use remaining under this Agreement had it not been terminated, and receive compensation therefor. In such event, SRT's liability for the rent, expense reimbursements and other charges to be paid to City hereunder shall not be extinguished, and SRT shall pay to City within thirty (30) days after the date of any invoice therefor, the shortfall between what City actually receives on a monthly basis for the use and occupancy of the Premises by third parties and the amounts that are to be paid by SRT hereunder.

B. City Remedies Upon Material Breach of Concession & Catering Requirements. Notwithstanding any other provision hereof, in the event of a default and material breach of any provision of Section 22 of this Agreement, as now existing or hereafter amended, City may revoke and terminate the concessions and catering right granted to SRT without affecting SRT's right to use and occupancy of the Premises hereunder; and in such event Subsections 30.C and 30.D shall apply with respect to all property related to concession or catering activity installed on the Premises by or on behalf of SRT, except that all such property shall be removed by SRT within thirty (30) days after the effective date of the revocation and termination of the concessions and catering rights.

C. City Remedies Upon SRT's Material Breach of Construction Agreement.

(1) Adjustment of Annual New Premises Rent. In the event that by September 30, 1997, (a) the New Premises has not been completed as provided in the Construction Agreement (by, for example, not having the exterior appearance of the New Premises and its adjacent landscaping completed in accordance with the plans and specifications therefor as last approved by the Director [Exhibits A and D to the Construction Agreement], and (b) the New Premises has not had installed therein all of the theatrical equipment and furnishings identified in Exhibit 3 (the list of equipment that is required to keep the New Premises equipped as a fully functioning performance facility), then the rent payable under Subsection 6.A.(3) hereof shall be as specified in Section 2 of Appendix 4.

(2) SRT Assumption of Maintenance, Repair & Replacement Responsibilities With Respect to Premises Shell. If, at any time during the term of this Agreement, City determines that (a) the New Premises or the connection between the New Premises and the Old Premises is not weather-tight, (b) damage has occurred to the Premises or any of the

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improvements made thereto or equipment installed therein as a consequence of the New Premises or the connection between the Old Premises and the New Premises not being weather-tight, and (c) the exterior of the New Premises and its adjacent landscaping were not constructed according to the plans and specifications therefor as last approved by the Director (Exhibits A and D to the Construction Agreement), SRT shall be given notice of such condition and a demand to correct such non-conforming construction and compensate City for all damage or losses occasioned by such condition. In the event that SRT fails, after having been provided such notice and an opportunity as contemplated in Subsection 28.C hereof, to correct such non-conforming construction and to compensate City for such damage and losses, then, notwithstanding anything to the contrary in Section 13 hereof or in Exhibits 5 through 7 hereto, and in addition to SRT's remaining liable to City for such compensation, SRT shall become responsible for the maintenance, repair and replacement of the roof and exterior shell of the New Premises (including but not limited to the exterior walls, exterior doors and locks, and exterior windows) and the connection between the New Premises and Old Premises until such time as SRT demonstrates, to the reasonable satisfaction of the Director, that the New Premises and its connection to the Old Premises have been constructed according to the plans and specifications therefor as last approved by the Director, or to such other plans and specifications for the New Premises as are approved by the Director, in the exercise of such City official's discretion.

D. Injunctive Relief & Specific Performance. In the event that after its receipt of due notice and an opportunity to cure as provided hereunder, either party fails to cure a material breach and default of any of its obligations hereunder, the other party shall be entitled to damages and, as appropriate, to an order for injunctive relief or specific performance.

30. SURRENDER OF PREMISES AND REMOVAL OF SRT'S PROPERTY; DISPOSITION OF MONEY IN BWTMRR FUND & SRT REPLACEMENT TRUST FUND.

A. Surrender of Premises. Upon termination or expiration of this Agreement, SRT shall surrender to City the Premises and all keys to any door or window therein.

B. Condition of Premises Upon Surrender. The Premises to be surrendered to City shall be surrendered in at least as good a condition as the Old Premises were in on the commencement date of this Agreement, except for the effects of construction of the SRT's improvements on the New Premises pursuant to the Construction Agreement and other improvements, additions, alterations, and repairs made to the Premises with the approval or concurrence of City; property damage by fire and other perils insured in contracts or policies of fire, extended coverage, and vandalism; and reasonable wear and tear.

C. Removal of Property. Prior to the expiration of the term of this Agreement, or within sixty (60) days after this Agreement's earlier termination, SRT shall remove from the Premises, at no cost or expense to City, all office equipment, furnishings, and other personal property owned and placed in or on the Premises by SRT that is not reasonably required to keep the Premises in the condition of a fully functional and safe, live theatrical performance facility. In removing such material and property, SRT shall take due care to not damage or injure the Premises, and any such damage or injury shall be immediately repaired by SRT to the Director's reasonable satisfaction, at SRT's sole cost and expense. Structural alterations, additions,

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improvements, and stage production equipment and fixtures identified in Exhibits 2 and 3 shall not be removed. In no event shall either party make any claim or demand upon the other, nor shall either party be liable for any inconvenience, annoyance, disturbance, or loss of business arising out of such removal operation during such sixty (60) day period.

D. Inventory & Ownership of Office Equipment & Related Items. SRT shall deliver to the Director on or by October 1, 1996, a written Property Inventory identifying all SRT-owned office equipment, furnishings and other personal property moved onto the Premises during any time prior to the immediately preceding July 1st that SRT expects to be able to remove at the end of the term of this Agreement. On or by October 1st of every year thereafter during the term of this Agreement, SRT shall deliver to the Director a replacement Property Inventory or a written addendum to the most recently delivered Property Inventory indicating additions and deletions to the same that occurred during any time during the twelve (12) months prior to the immediately preceding July 1st. Each such Property Inventory that is delivered to the Director and its supplementary additions and deletions list shall constitute and be incorporated herein as Exhibit 11 until a succeeding Property Inventory is delivered to the Director.

E. Disposition of Unremoved Property. In the event that after the expiration or earlier termination of this Agreement, SRT has not removed the removable office equipment, furnishings, and other personal property listed on the most recently filed Property Inventory within the time allowed for such removal, City may, but need not, remove the same and hold it for SRT, or may place the same in storage, all at SRT's expense and risk; and SRT shall reimburse City for any reasonable expense incurred by City in connection with such removal and storage. City shall have the right to sell such stored property, without notice to SRT, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied, first, to the cost of the sale; second, to the payment of the charges for storage; third, to the payment of any other amounts which may then be due from SRT to City; the balance, if any, shall be paid to SRT. SRT hereby waives and expressly releases City from any and all claims for loss or damage, of any kind or nature, arising out of said removal, storage and sale.

F. Disposition of Money in BWTMRR Fund & SRT Replacement Trust Fund. In the event this Agreement is terminated for any reason prior to the earlier of (a) May 31, 2009, or (b) the date when the BWTMRR Fund has received the City remittance for 2009 and the balance of that City fund has been expended, SRT shall remit to City, without protest, offset or deduction of any kind or nature whatsoever, all of the money in the SRT Replacement Trust Fund, which money City shall aggregate with and deposit into the BWTMRR Fund and thereafter divide and expend as follows: First, City shall deduct from the BWTMRR Fund an amount equal to all expenditures that (1) the parties expected to make in the year in which this Agreement is terminated with such funds, as indicated in Exhibit 8, and (2) have not been made as of the effective date of termination. Second, City shall deduct from the BWTMRR Fund an amount equal to the sum of all outstanding financial obligations of SRT to City under this Agreement and otherwise, to the extent such obligations can be paid therefrom. The aggregate amount (if any) remaining in the BWTMRR Fund after such deductions have been made shall be held by City as a reasonable damage deposit to cover all City costs that may be incurred in remedying any SRT failure to leave the Premises in the condition required by Subsections 30.B and 30.C hereof. Upon the full payment of all financial obligations of SRT to City under this Agreement and otherwise (whether by direct SRT payment or deduction from the BWTMRR

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Fund as contemplated herein) and SRT's timely satisfaction of the requirements of Subsections 30.B and 30.C hereof, the balance of the BWTMRR Fund (if any) shall be divided between City and SRT consistent with following calculations:

The sum of the annual SRT deposits into the SRT Replacement Trust Fund pursuant to §13.F.(3) plus the sum of the unreimbursed SRT Supplemental Deposits made pursuant to §13.F.(4)(b) hereof through the effective year of termination = Σ SRT

The sum of the annual City deposits into the BWTMRR Fund pursuant to §13.F.(3) plus the sum of all City Supplemental Deposits into the BWTMRR Fund pursuant to §13.F.(4)(a) that have not been reimbursed, each through the effective year of termination = Σ City

Σ SRT + Σ City = Total Deposits

Σ SRT ÷ Total Deposits = SRT Share of Balance of BWTMRR Fund

Σ City ÷ Total Deposits = City Share of Balance of BWTMRR Fund

City shall remit to SRT the SRT Share of Balance of BWTMRR Fund within thirty (30) days after the determination of such amount.

31. NO WAIVERS.

No action other than a written document by the Director or the SRT Managing Director (or such other person as may be specified for such purpose in a notice given by SRT to the Director) specifically acknowledging that it constitutes a waiver of a particular breach or default by the other shall constitute a waiver by a party of such breach or default. No such document shall waive a failure to fully comply with any term or condition of this Agreement not specifically referenced therein, irrespective of any knowledge any officer or employee of a party may have of such breach, default, or noncompliance. A party's failure to insist upon full performance of any provision of this Agreement shall not be deemed to constitute consent to or acceptance of such incomplete performance in the future.

32. BINDING EFFECT.

The provisions, covenants and conditions contained in this Agreement are binding upon the parties hereto and their legal successors and assigns.

33. REMEDIES CUMULATIVE.

The rights under this Agreement are cumulative; the failure to exercise promptly any right recognized hereunder shall not operate to forfeit any such right. The use of one remedy shall not be taken to exclude or waive the right to use another.

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34. APPLICABLE LAW AND VENUE.

This Agreement shall be construed under the laws of the State of Washington. The venue for any litigation relating to this Agreement shall be in the Superior Court of the State of Washington for King County.

35. OBLIGATION OF SRT LIMITED TO CORPORATION.

Any and all obligations of SRT under this Agreement are enforceable only against the Seattle Repertory Theatre, a nonprofit corporation, and are not enforceable against nor do they impose any liability upon SRT's officers, directors, trustees, members, employees, or agents.

36. NO PARTNERSHIP, ASSOCIATION OR JOINT VENTURE RELATIONSHIP CREATED.

In no event shall either party be construed, held, or become, in any way or for any purpose, a partner, associate, or joint venturer of the other party or any party associated with the other party in the conduct of the other party's business or otherwise. This Agreement does not constitute either party as the agent or legal representative of the other party for any purpose whatsoever, nor is either party granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever.

37. ADDRESSES.

Unless otherwise directed in writing, all notices and reports shall be in writing, and together with any payments, shall be delivered to City at the following address:

Director
Seattle Center Department
305 Harrison Street
Seattle, Washington 98109

and to SRT at the following address:

Managing Director
Seattle Repertory Theatre
155 Mercer Street
Seattle, Washington 98109

Either party may change its address for receipt of reports, notices or payments without the formal amendment of this Agreement by giving the other party written notice of such change not less than fifteen (15) days prior to the effective date thereof.

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38. TITLES OF SECTIONS.

The titles of sections and subsections set forth herein are for convenience only, and do not in any way define, limit or construe the contents of any section.

39. AMENDMENTS.

The parties hereto expressly reserve the right to amend this Agreement from time to time as they mutually deem necessary. No alteration or modification of the terms hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.

40. DIRECTOR'S AUTHORITY.

The action of the Director pursuant to or in implementation of this Agreement does not constitute any official action by any other City department or official that may be required by law, ordinance, rule or regulation.

41. SURVIVAL OF INDEMNIFICATION OBLIGATIONS.

The indemnification obligations assumed by each party under this Agreement shall survive the expiration or earlier termination of this Agreement.

42. ATTORNEYS' FEES.

In the event a suit or arbitration is initiated to resolve a dispute with respect to this Agreement, the losing party in such suit or arbitration shall pay to the prevailing party the reasonable attorneys' fees and other reasonable costs and expenses incurred by the prevailing party in such suit or arbitration. If City prevails, its attorneys' fees shall be computed as if it were represented by attorneys in a private law firm having as many attorneys as are employed by the Seattle Law Department, and with as much experience as that possessed by the attorneys actually representing City.

43. SUPERSESSION OF AMENDED LICENSING AGREEMENT & RELATED MEMORANDUM OF UNDERSTANDING.

This Agreement supersedes the "Bagley Wright Theatre at Seattle Center Licensing Agreement" executed on or about February 20, 1981; the "First Amendment to the Bagley Wright Theatre at Seattle Center Licensing Agreement" executed on or about November 3, 1983; the "Memorandum of Understanding by The City of Seattle and The Seattle Repertory Theatre regarding certain production-related equipment contemplated by the Bagley Wright

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Theatre at Seattle Center Licensing Agreement" executed on or about July 19, 1991; the letter dated July 7, 1995 that was signed by a representative of each of the parties hereto; and all portions of Resolution 29212 of the Seattle City Council that are inconsistent with the contents hereof.

44. APPENDICES & EXHIBITS.

The following appendices and exhibits are incorporated herein, whether or not attached hereto. Notwithstanding any provision to the contrary herein, the parties hereto may agree to the substitution and replacement, from time to time, of subsequently agreed-upon exhibits without the formality of an actual amendment to this Agreement, each of which substitute and replacement exhibits shall be identified on the face thereof as a substitute and replacement exhibit and the effective date of such substitution and replacement.

Appendix 1	Construction Agreement between The City of Seattle and Seattle Repertory Theatre
Appendix 2	Rent Schedule for Use & Occupancy of Old Premises Through May 31, 2009
Appendix 3	Rent Schedule for Use & Occupancy of Old Premises On & After June 1, 2009
Appendix 4	Rent for Use & Occupancy of New Premises or Land Occupied by New Premises

* * * * *

Exhibit 1	Legal Description of Premises
Exhibit 2	Equipment Required to Keep Old Premises Equipped as a Fully Functioning Performance Facility
Exhibit 3	Equipment Required to Keep New Premises Equipped as a Fully Functioning Performance Facility
Exhibit 4	SRT Maintenance & Repair Responsibilities With Respect to the New Premises
Exhibit 5	City's Maintenance & Repair Responsibilities With Respect to Old Premises Through May 31, 2009
Exhibit 6	City's Maintenance & Repair Responsibilities With Respect to New Premises

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Exhibit 7	City's & SRT's Maintenance & Repair Responsibilities With Respect to Old Premises On & After June 1, 2009
Exhibit 8	BWTMRR Fund & SRT Replacement Trust Fund: Minimum Annual Deposits & Expenditure Schedule
Exhibit 9	Minimum Required Insurance Coverage
Exhibit 10	Division of Insurance Proceeds in Event of SRT Election to Terminate Agreement Following Substantial Damage or Destruction of Premises or Improvements Thereto
Exhibit 11	SRT Property Inventory

45. ENTIRE AGREEMENT.

The parties hereto acknowledge that it is a negotiated understanding, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against either party on the basis of that party's having drafted the same. This Agreement, together with all of the exhibits attached hereto, embodies the entire Agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties regarding the Premises except as expressly referenced herein.

IN WITNESS WHEREOF, the authorized representative(s) of each of the parties hereto has/have executed this Agreement by affixing his/her/their signature(s) in the spaces below.

SEATTLE REPERTORY THEATRE

By:_____
Benjamin Moore, Managing Director

By:_____
James F. Tune, Chairman
Board of Directors

THE CITY OF SEATTLE

By:_____
Virginia Anderson, Director
Seattle Center Department

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STATE OF WASHINGTON)
) ss. (THEATRE'S ACKNOWLEDGEMENT)
COUNTY OF KING)

On this ___ day of _____, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Benjamin Moore and James F. Tune, the respective Managing Director and Chairman of the Board of Trustees of the Seattle Repertory Theatre, who on oath stated that they executed the annexed agreement and acknowledged such agreement to be the free and voluntary act of the Seattle Repertory Theatre for the uses and purposes mentioned therein, and that they were authorized to execute said agreement for and on behalf of the Seattle Repertory Theatre.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____ _____
(Signature) (Print or type name of notary)
Notary Public in and for the State of Washington, residing at _____.
My commission expires _____

STATE OF WASHINGTON)
) ss. (CITY'S ACKNOWLEDGMENT)
THE COUNTY OF KING)

On this ___ day of _____, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Virginia Anderson, to me known to be the Director of the Seattle Center Department of The City of Seattle, who on oath stated that she executed the annexed agreement, and acknowledged said agreement to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and that she was authorized to execute said agreement for and on behalf of The City of Seattle.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____ _____
(Signature) (Print or type name of notary)
Notary Public in and for the State of Washington, residing at _____.
My commission expires _____

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APPENDIX 1

CONSTRUCTION AGREEMENT
BETWEEN
THE CITY OF SEATTLE
&
SEATTLE REPERTORY THEATRE

[Document incorporated, but not attached because of its bulk.]

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APPENDIX 2

RENT SCHEDULE FOR USE & OCCUPANCY OF OLD PREMISES THROUGH MAY 31, 2009

As consideration for any use of the Old Premises by SRT and all other persons and entities (other than City and third parties authorized by City to use the Old Premises Production Areas pursuant to Section 5 of this Agreement), from and after the Commencement Date of this Agreement through May 31, 2009, SRT shall pay to City the following rent:

In 1996: $7,332.83 per month.

Effective January 1, 1997, and each January 1st thereafter during the term hereof, the monthly rent shall be increased by the percentage increase (if any) in the Consumer Price Index ("C.P.I.") for All Urban Consumer Items, All City Average (using the base 1982-84 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor, that occurred during the immediately preceding calendar year; Provided, that in the event of any change in the index base (1982-84 = 100) or other modification of such index, the parties hereto shall apply whatever conversion factor(s) are necessary to establish the true percentage change in the C.P.I. for any year(s) in which such modification(s) occur, and in the event such index is discontinued, the parties hereto shall select and use for such rent adjustment purpose, another, similar index that reflects consumer price changes.

(To illustrate the parties' intentions under this Agreement, if the C.P.I. index for January 1996 = 156.79, and the C.P.I. index for January 1997 = 162.59, the percentage increase in the C.P.I. occurring during 1996 = +3.7%. That percentage, when applied to the 1996 monthly rent of $7,332.83, would result in an increase of $271.31, and thus make the revised monthly rent payable for 1997 = $7,604.14.)

Effective on the third anniversary of the date a Certificate of Occupancy is issued with respect to the New Premises, the then-current revised monthly rent shall be reduced by an amount equal to the average monthly cost incurred by the Seattle Center Department in providing cooling service to the Old Premises pursuant to Subsection 14.A of the annexed Agreement during the first three years after the date a Certificate of Occupancy is issued with respect to the New Premises. The Seattle Center Director shall calculate such average monthly cooling service cost as soon as reasonably possible after such anniversary date but no later than July 1, 1999, and provide notice of to the SRT Managing Director of (a) the amount of such average monthly cooling cost; (b) the amount by which monthly rent as revised by the C.P.I. as provided for herein is to be reduced, and the resulting revised reduced monthly rent; (c) the amount of any rent credit due to SRT (which credit shall be applied by City to the revised reduced monthly rent due for the month(s) immediately after the date of such Director's notice); and (d) the amount of the revised reduced monthly rent due for the month in which such credit is sufficient to pay only a portion of that month's revised reduced monthly rent. Until the SRT Managing Director's receipt of notice of the revised reduced monthly rent, SRT shall continue to pay in a timely manner the revised monthly rent last specified by the Director as provided herein.

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APPENDIX 3

RENT SCHEDULE FOR USE & OCCUPANCY OF OLD PREMISES FROM & AFTER JUNE 1, 2009

As consideration for any use of the Old Premises by SRT and all other persons and entities (other than City and third parties authorized by City to use the Old Premises Production Areas pursuant to Section 5 of this Agreement), from and after June 1, 2009, SRT shall:

1. Pay to City monthly rent equal to $1.00 per month consistent with the requirements of Section 6 of the Agreement; AND

2. Provide to City for use by City and City-authorized third parties the Old Premises Production Areas and New Premises Production Areas as contemplated in Section 5 hereof; AND

3. Expend, and provide documentation to the reasonable satisfaction of the Director of SRT's having made an expenditure, no later than September 1, 2010, of not less than One Million Dollars ($1,000,000) on capital renovations and improvements to the Old Premises (which expenditure shall be in addition to SRT's expenditures from the SRT Replacement Trust Fund pursuant to Section 13 of the annexed Agreement); Provided, that all such renovations and improvements shall be subject to the requirements of Section 12 of this Agreement; Provided, that:

   a. Notwithstanding any provision in Section 12 of this Agreement to the contrary, SRT shall submit to the Director, for the Director's approval, schematic designs, design development drawings, and final working drawings and specifications for all renovations and improvements to be paid for using any portion of such required expenditure;

   b. The Director's approval with respect to any such renovation or improvement project or undertaking involving or affecting, in any manner whatsoever, the exterior of the Old Premises or the New Premises (including but not limited to the appearance of the same) or any City maintenance responsibility under Section 13 of this Agreement, may be granted, withheld, or conditioned in the exercise of the Director's discretion.

In the event that SRT fails to not only expend the amount required by this Exhibit by the deadline specified hereunder but also provide written documentation to the reasonable satisfaction of the Director that such expenditure has been made, the rent for the Old Premises Production Areas shall be renegotiated by the Director and SRT Managing Director, but in the absence of their agreement, shall be fixed at a "fair market rate" as established by a qualified commercial real estate appraiser selected by the City's Mayor.

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APPENDIX 4

RENT SCHEDULE FOR USE & OCCUPANCY OF NEW PREMISES OR LAND OCCUPIED BY NEW PREMISES

1. Except as provided in Subsection 2 hereof, the annual rent for SRT's use and occupancy of the New Premises shall be the amount specified as the "Level Annual Rent" for the then-current year in the term of said Agreement that is indicated on the attached schedule.

2. In the event that SRT fails to have the New Premises construction fully completed by the date specified in Subsection 29.C of the annexed Facility Use & Occupancy Agreement, and the rent is to be adjusted as contemplated in such subsection, the annual rent specified in Subsection 6.A.(3) of such Agreement for SRT's use of the land occupied by the New Premises (or whatever portion thereof exists at the time) shall be the amount specified as the "Calculated Rent" for the then-current year in the term of said Agreement that is indicated on the attached schedule; Provided, that from and after the date that the New Premises has been completed in a manner consistent with the plans and specifications therefor as last approved by the Director (Exhibits A and D to the Construction Agreement) and all of the theatrical equipment and furnishings identified on Exhibit 3 have been installed in the New Premises (which date shall be reasonably determined by the Director after consultation with the SRT Managing Director), SRT shall pay only the rent for the New Premises specified in Section 1 of this Appendix 4.

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NEW ADDITION BAGLEY WRIGHT THEATRE

Facility:	15,754	Sq. ft.														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14
SRT Capital Contribution:			7,374,338	7,610,317	7,853,847	8,105,170	8,364,535	8,632,201	8,908,431	9,193,501	9,487,693	9,791,299	10,104,621	10,427,968	10,761,663	11,106,037
Terminal Depreciation	53.8%															
Present Value of Reversion			844,568													
Annual Payments to Recapture		75,030														
City Capital Contribution:			0	0	0	0	0	0	0	0	0	0	0	0	0	0
Terminal Depreciation																
Present Value of Reversion			0		Interest/Discount Rate		8.0%	Terminal Depreciation								
Annual Payments to Recapture		0			Number of Years		30	based on SCT								
					Annual Escalation/CPI		3.2%									
SRT CONTRIBUTION		Year	1	2	3	4	5			8	9	10	11	12	13	14
Recapture of Improvements			75,030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030
Annual Imputed Rent:			75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030
CITY CONTRIBUTION																
Hypothetical Land Rent:																
Land value @	$50	sq.ft.	787,700	812,906	836,919	865,765	893,469	922,060	951,566	982,016	1,013,441	1,045,871	1,079,339	1,113,878	1,149,522	1,186,307
increasing at CPI																
Annual return adj. every 5 years @	8.0%		63,016	63,016	63,016	63,016	63,016	73,765	73,765	73,765	73,765	73,765	86,347	86,347	86,347	86,347
Recapture of Improvements			0	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Costs			4,000	4,128	4,260	4,396	4,537	4,682	4,832	4,987	5,146	5,311	5,481	5,656	5,837	6,024
Calculated Annual Rent:			67,016	67144	67276	67412	67553	78447	78597	78752	78911	79076	91828	92003	92184	92371
"Fair Rent" = Calculated Rent less Imp. Rent			(8,014)	(7,886)	(7,754)	(7,617)	(7,477)	3,417	3,567	3,722	3,881	4,046	16,798	16,974	17,155	17,342
Present Value of "Fair Rent" Payments			62,091													
(assumes 8.0% discount rate)			==========													
Level Annual Rent			5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515

NEW ADDITION BAGLEY WRIGHT THEATRE

Facility:	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
SRT Capital Contribution:	11,461,430	11 828,196	12,206,698	12,597,312	13,000,428	13,416,440	13,845,766	14,288,830	14,746,073	15,217,947	15,704,922	16,207,479	16,726,118	17,261,351	17,813,718	18,383,757
Terminal Depreciation																(9,884,148)
Present Value of Reversion																
Annual Payments to Recapture																8,499,609
City Capital Contribution:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Terminal Depreciation																0
Present Value of Reversion																
Annual Payments to Recapture																0
SRT CONTRIBUTION	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Recapture of Improvements	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75030	75,030
Annual Imputed Rent	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030
CITY CONTRIBUTION																
Hypothetical Land Rent:																
Land value @ increasing at CPI	1,224,268	1,263,445	1,303,875	1,345,599	1,388,658	1,433,095	1,478,954	1,526,281	1,575,122	1,625,526	1,677,543	1,731,224	1,786,622	1,843,795	1,902,797	1,963,686
Annual return adj. every 5 years @	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347
Recapture of Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Costs	6,217	6,416	6,621	6,833	7,052	7,277	7,510	7,751	7,999	8,255	8,519	8,791	9,073	9,363	9,663	9,972
Calculated Annual Rent	92564	92763	92968	93180	93399	93624	93857	94096	94346	94602	94866	95138	95420	95710	96010	96,319
"Fair Rent" = Calculated Rent less Imp.	17,534	17,733	17,930	18,150	18,369	18,595	18,829	19,068	19,316	19,572	19,836	20,109	20,390	20,680	20,980	21,289
Present Value of "Fair Rent" Payments (assumes 9.0% discount rate)																
Level Annual Rent	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515

EXHIBIT 1

LEGAL DESCRIPTION FOR OLD PREMISES

The building and adjacent parking area located on portions of Lots 2-5 and 10-14, Block 34, D. T. Denny's Home Addition to the City of Seattle, as recorded in Volume 3 of Plats, page 115, Records of King County, Washington.

LEGAL DESCRIPTION FOR LAND OCCUPIED BY NEW PREMISES

Portions of Lots 5-10, Block 34, D. T. Denny's Home Addition to the City of Seattle, as recorded in Volume 3 of Plats, page 115, Records of King County, Washington.

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EXHIBIT 2

EQUIPMENT REQUIRED TO KEEP OLD PREMISES EQUIPPED AS A FULLY FUNCTIONING PERFORMANCE FACILITY

LIGHTING:

- Front End Control Console
- Submaster Console
- Dimmer Racks and Dimmers
- Printer
- System CRT Moniters
- House Light Control Stations
- Work Light Control Stations
- Raceways
- Cue Light System
- Remote Cue Light System
- 40 Fresnels
- 65 PARS
- 100 Lekos
- 2 Followspots
- 40 Cyc Lights

AUDIO:

- Mixing Console and Remote Console
- Built-in Amplifiers with Racks
- Built-in Speakers including Center Cluster, Surround and Fill
- Page/Moniter System
- Headset System
- Assistive Listening System
- Effects Processing Equipment
- 2 Reel-to-Reel Tape Decks with Auto Locators
- Misc. Miscrphones, Stands, Booms
- DAT Recorder
- CD Player
- 2 3-way Portable Moniter Speakers
- 4 2-way Portable Moniter Speakers
- 2 Mixing Console Moniter Speakers

RIGGING/FLY SYSTEM:

- 65 Counterweighted 50' Linesets
- 6 Motorized Tab Winches
- 2 Grid Motorized Winches
- 1 Bull Winch
- 80 Mule Blocks
- 30 Loft Blocks
- Sand Bags, Hemp, Misc. Rigging Supplies

SOFT GOODS:

- Fire Curtain
- Act Curtain
- Grand Teaser
- 4 Traveller Panels (Used for Blackout Curtain)
- 20 Legs
- 6 Borders
- Cyc
- Scrim

OTHER:

- Stage Floor
- Theatre Seats

4/23/96

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EXHIBIT 3

EQUIPMENT REQUIRED TO KEEP NEW PREMISES EQUIPPED AS A FULLY FUNCTIONING PERFORMANCE FACILITY

LIGHTING EQUIPMENT:

- Control Console
- 2 Back-up Control Consolettes
- Dimmer Racks and Dimmers w/ Advanced Features
- Printer
- System CRT Moniters
- House Light Control Stations
- Worklight Control Stations
- Raceways and Plug-in Boxes
- Cue Light System
- 5 Lighting Trusses with Chain Motors
- 165 Lekos
- 20 Pars
- 20 Fresnels
- 8 Cyc Lights

OTHER:

- Stage Floor
- Theatre Seats

AUDIO:

- Mixing Console
- Amplifiers and Racks
- Speakers for Effects and P.A.
- Programmable Page/Moniter System
- Headset System with Wireless Components
- Dual Channel Assistive Listening System
- Video Monitering System with IR Lights
- Equalizers
- Effects Processor
- CD Player
- Cassette Player
- CD Recorder
- Power Conditioners
- Otari Reel to Reel Decks
- Patchbay and Cables
- Wireless Mics and Recievers
- Various Microphones
- Production Control Panel

RIGGING/FLY SYSTEM:

- Pipes
- Rope for Linesets
- 6 General Purpose Chain Motors
- Pin Rail

SOFT GOODS:

- Grand Drape
- Grand Valence
- 3 Borders
- 6 Legs
- Blackout
- 3 Scrims
- 5 Storage Hampers

NOTE:
EXHIBIT 3 will be revised to reflect inventory upon completion of new premises.

4/23/96

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EXHIBIT 4

SRT'S MAINTENANCE & REPAIR RESPONSIBILITIES WITH RESPECT TO THE NEW PREMISES

1. DEFINITIONS

As used in this exhibit, the following definitions shall be controlling unless another meaning is clearly evident from the context:

"Routine repair" means work required when equipment or a structural or system element is partially or fully inoperable.

"Predictive maintenance" means work of a non-routine nature performed to avoid an untimely failure of equipment or a system.

"Preventive maintenance" means routine work accomplished on a regular schedule to avoid routine repair and/or to extend the useful life of equipment or a structural or system element.

"Major maintenance" means work required when an item of equipment or a structural or system element has reached the end of its useful life and must be replaced or rebuilt.

"End of useful life" means the good faith and reasonable determination by the SRT Managing Director that an item of equipment or a building element no longer functions and cannot be economically repaired or rebuilt, or, in the case of a component, replaced.

"Stage production equipment" means theatrical equipment necessary to operate a live production for the stage, and includes but is not limited to the lightboard, dimmers, lighting equipment, soft goods, the sound system, and fixed and movable rigging equipment.

2. MAINTENANCE SCHEDULE

SRT shall perform or have performed all of the following maintenance work consistent with the schedule below:

A. Routine Repair:

Electrical system -- Repair all system components up to the service entrance including but not limited to panels, conduits, wires, fixtures, and lamps; replace exit lighting batteries.

Elevator -- After the elevator warranty expires, contract and pay for elevator maintenance servicing including all routine and emergency repair required; contract and

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pay for monitoring of the elevator emergency telephone for A.D.A. compliance purposes; comply with the recommendations of City's elevator inspector(s).

Exterior Doors and Locks -- Repair as needed.

Exterior Building Lighting -- Repair controllers for the exterior lights connected to the New Premises electrical system.

Exterior Hard Surfaces -- Clean and maintain the hard surfaces of the courtyard on the West side of the New Premises.

Fixed Seats -- Repair seat anchors, pivots, upholstery, and other parts as necessary.

Interior Doors and Locks -- Repair as needed.

Interior Finishes and Accessories -- Repair walls, ceilings, floors, and all other interior finishes and accessories as needed; remove and/or paint over all graffiti and repair all other vandalism within three (3) days SRT's receipt of a report of the existence of such graffiti or vandalism, or such within shorter period as may be required by law or ordinance.

Potable Water System and Waste Water System -- Repair showers, sinks, drains, toilets, urinals, sump pump, dispensers, and drinking fountains, as needed; repair the waste water system lines out to the building cleanout closest to the exterior wall, and the potable water system out to the water meter, each as needed.

Rest room Stalls -- Repair doors, pilasters, hardware, and other parts as necessary.

Stage Production Equipment -- Repair all stage production equipment as necessary. After the warranties expire, where applicable, purchase a maintenance and emergency repair contract or contracts or otherwise provide for the necessary maintenance.

B. Preventive & Predictive Maintenance: (Task items and frequency are as specified below, or consistent with the manufacturer's recommendations, warranty requirements, or code or regulatory requirements, whichever is the most stringent.)

Electrical System -- Annually check, tighten and clean all panels, switch gears and connectors; check motor operation; read amperage; replace bad bearings; tighten connections on control and contactors; as necessary, rewind motor, replace bearings, controls, heaters, fuses, breakers, and occupancy sensors; every five years, replace emergency battery packs.

HVAC -- The following tasks shall be completed quarterly and repairs made as necessary:

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Supply Fans -- Inspect fan bearings, scroll and blades, clean as required; inspect for leakage and clean coil face as required; inspect belt alignment and sheave wear. Inspect filters for condition and pressure drop; change and clean filter rack; inspect damper and valve controls; inspect motor bearings, record operating amps and check mountings and bolts.

Exhaust Fans -- Inspect fan bearings, scroll and blades; clean and grease as required; inspect belt alignment and sheave wear; inspect motor bearings; record operating amps and check mountings and bolts.

Pumps -- Inspect motor and bearings, check amperage and mounts, oil or grease as necessary; check pump for noise and vibration, and oil or grease as necessary; check packing for leakage and coupling for alignment and wear, adjust or replace as necessary; inspect pump mounts.

Elevator -- After the elevator warranty expires, contract and pay for elevator maintenance servicing providing for all necessary preventive and predictive maintenance.

Exterior Doors and Locks -- Annually inspect, adjust and tighten hinges, pivots and closure hardware; conduct three-cycle performance tests on doors.

Fixed Seats -- Annually inspect for motion and function of backs, seats, and standards; tighten as needed.

Interior Finishes and Accessories -- Annually inspect and repair walls, ceilings, floors and all other interiors finishes; biennially reseal all ceramic tile grout.

Potable Water System and Waste Water System -- Complete the following tasks quarterly and make appropriate repairs or replacements as necessary:

Drinking Fountain -- Check function, drain, cartridges and mounting.

Toilets and urinals -- Check flushometer, seat, base, drain and flow mountings.

Sink/valve and wash up sink -- Check operation flow, temperature mounting, drain, and back flow preventer; have operation of back flow preventer annually certified by properly licensed personnel.

Dispensers -- Check mounting and function.

Drains -- Check function.

Showers -- Check valve and drain.

Sump -- Check function, fittings and mounting.

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Plumbing system, generally -- Treat plumbing system annually with bacterial viable enzymes.

Rest room Stalls -- Annually inspect for tightness and alignment of doors, pilasters, and hardware; tighten and adjust as needed.

Stage Production Equipment -- Where applicable, after the warranties expire, purchase a preventive maintenance contract or contracts or otherwise provide for the necessary maintenance; as necessary, repack bearings, change hemp, and lubricate the rigging equipment.

Other Elements -- Make repairs as necessary.

C. Major Maintenance:

Building Systems -- Replace or rebuild all interior building systems and individual components thereof when each reaches the end of its useful life.

HVAC -- Replace or rebuild supply and exhaust fans, pumps, belts, controls and other components when each reaches the end of its useful life.

Elevator -- Replace or rebuild the elevator when it reaches the end of its useful life.

Exterior Doors and Locks -- Replace or rebuild each when it reaches the end of its useful life.

Fixed Seats -- Reupholster or replace when each reaches the end of its useful life.

Interior Doors and Locks -- Replace or rebuild when each reaches the end of its useful life.

Stage Production Equipment -- Replace when each item thereof reaches the end of its useful life.

D. Record Keeping: SRT shall maintain complete and accurate records of all routine repairs, preventive and predictive maintenance, and major maintenance undertaken in and with respect to the New Premises. A written report documenting all of the routine maintenance, preventive and predictive maintenance, and major maintenance work performed in, on, and with respect to the New Premises during the twelve (12) months immediately preceding each July 1st during the term hereof shall be delivered annually by SRT to the Director on or before September lst, beginning September 1, 1997, and continuing through September 1, 2009.

E. Permits & Certificates: Any permit or certificate, as required by law or ordinance, for operation of any elevator, hot water tank assembly or boiler, or air compressor on or in the

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portion of the Premises to be maintained under this Exhibit, and any permit required by any hazardous substance or hazardous waste enactment affecting activity in the portion of the Premises to be maintained under this Exhibit shall be secured and maintained in full force and effect.

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EXHIBIT 5

CITY'S MAINTENANCE & REPAIR RESPONSIBILITIES WITH RESPECT TO OLD PREMISES THROUGH MAY 31, 2009

1. DEFINITIONS

As used in this exhibit, the following definitions shall be controlling unless another meaning is clearly evident from the context:

"Routine repair" means work required when equipment or a structural or system element is partially or fully inoperable.

"Predictive maintenance" means work of a non-routine nature performed to avoid an untimely failure of equipment or a system.

"Preventive maintenance" means routine work accomplished on a regular schedule to avoid routine repair and/or to extend the useful life of equipment or a structural or system element.

"Major maintenance" means work required when an item of equipment or a structural or system element has reached the end of its useful life and must be replaced or rebuilt.

"End of useful life" means the good faith and reasonable determination by the Director that an item of equipment or a building element no longer functions and cannot be economically repaired or rebuilt, or, in the case of a component, replaced.

"Stage production equipment" means theatrical equipment necessary to operate a live production for the stage, and includes but is not limited to the lightboard, dimmers, lighting equipment, soft goods, the sound system, and fixed and movable rigging equipment.

2. MAINTENANCE SCHEDULE

Seattle Center shall perform the following maintenance work with respect to the Old Premises through May 31, 2009, according to the schedule below:

A. Routine Repair:

Electrical system -- Repair all system components up to the service entrance including but not limited to panels, conduits, wires, fixtures, and lamps; replace exit lighting batteries.

Elevator -- Contract and pay for elevator maintenance servicing including all routine and emergency repair required; contract and pay for monitoring of the elevator emergency

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telephone for A.D.A. compliance purposes; comply with the recommendations of City's elevator inspector(s).

Exterior Doors and Locks -- Repair as needed.

Exterior Shell -- Repair foundation, walls and all other exterior finishes other than exterior windows, doors and the roof, as needed; remove and/or paint over all graffiti and repair all vandalism within three (3) days after the receipt by Seattle Center's Technical Facilities Manager, or such official's functional successor, of a report of the existence of such graffiti or vandalism.

Exterior Windows -- Clean exterior side of windows one (1) time per year and repair damaged or broken windows as needed.

Exterior Building Lighting -- Repair controllers for the exterior lights connected to the Old Premises electrical system.

Roof -- Patch as needed; Provided, that if roof patching is necessary due to unauthorized access to the roof by SRT or any of its employees, agents or contractors, SRT shall reimburse City for the labor and materials required to repair the roof.

HVAC -- Repair supply and exhaust fans, pumps, belts, controls and other components as needed.

Fixed Seats -- Repair seat anchors, pivots, upholstery, and other parts as necessary.

Potable Water System and Waste Water System -- Repair showers, sinks, drains, toilets, urinals, sump pump, dispensers, and drinking fountains, as needed; repair the waste water system lines out to the building cleanout closest to the exterior wall, and the potable water system out to the water meter, each as needed; as needed, repair system lines from the building cleanout closest to the exterior wall to the main water line for the waste water system.

Rest room Stalls -- Repair doors, pilasters, hardware, and other parts as necessary.

Interior Doors and Locks -- Repair as needed.

Interior Finishes and Accessories -- Repair walls, ceilings, floors, and all other interior finishes and accessories as needed; remove and/or paint over all graffiti and repair all vandalism within three (3) days after the receipt by Seattle Center's Technical Facilities Manager, or such official's functional successor, of a report of the existence of such graffiti or vandalism.

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B. Preventive & Predictive Maintenance: (Task items and frequency are minimum standard)

Exterior walls -- Inspect annually and repair as needed; seal every ten (10) years.

Exterior windows - Inspect annually and repair as needed.

Roof -- Biannually clean gutters and drains and inspect; floodcoat once every five (5) years.

Waste water system -- Inspect annually; clean from the building cleanout closest to the exterior walls to the main water line as needed.

Electrical System -- Annually check, tighten and clean all panels, switch gears and connectors; check motor operation; read amperage; replace bad bearings; tighten connections on control and contactors; as necessary, rewind motor, replace bearings, controls, heaters, fuses, breakers, and occupancy sensors; every five years, replace emergency battery packs.

HVAC -- The following tasks shall be completed quarterly and repairs made as necessary:

Supply Fans -- Inspect fan bearings, scroll and blades, clean as required; inspect for leakage and clean coil face as required; inspect belt alignment and sheave wear. Inspect filters for condition and pressure drop; change and clean filter rack; inspect damper and valve controls; inspect motor bearings, record operating amps and check mountings and bolts.

Exhaust Fans -- Inspect fan bearings, scroll and blades; clean and grease as required; inspect belt alignment and sheave wear; inspect motor bearings; record operating amps and check mountings and bolts.

Pumps -- Inspect motor and pump bearings, check amperage and mounts, oil or grease as necessary; check pump for noise and vibration, and oil or grease as necessary; check seals for leakage and coupling for alignment and wear, adjust or replace as necessary; inspect pump mounts.

Elevator -- Contract and pay for elevator maintenance servicing providing for all necessary preventive and predictive maintenance by an elevator mechanic.

Exterior Doors and Locks -- Annually inspect, adjust and tighten hinges, pivots and closure hardware; conduct three-cycle performance tests on doors.

Fixed Seats -- Annually inspect for motion and function of backs, seats, and standards; tighten and repair as needed.

Interior Finishes and Accessories -- Annually inspect and repair walls, ceilings, floors and all other interiors finishes; biennially reseal all ceramic tile grout.

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Potable Water System and Waste Water System -- Complete the following tasks quarterly and make appropriate repairs or replacements as necessary:

Drinking Fountain -- Check function, drain, cartridges and mounting.

Toilets and urinals -- Check flushometer, seat, base, drain and flow mountings.

Sink/valve and wash up sink -- Check operation flow, temperature mounting, drain, and back flow preventer; have operation of back flow preventer annually certified by properly licensed personnel.

Dispensers -- Check mounting and function.

Drains -- Check function.

Showers -- Check valves and drains.

Sump -- Check function, fittings and mounting.

Plumbing system, generally -- Treat plumbing system annually with bacterial viable enzymes.

Rest room Stalls -- Annually inspect for tightness and alignment of doors, pilasters, and hardware; tighten and adjust as needed.

Other Elements -- Make repairs as necessary.

C. Major Maintenance:

Exterior walls -- Repair any damage to or replace exterior wall surface when it reaches the end of its useful life; paint as needed.

Exterior windows -- Replace caulking when it reaches the end of its useful life.

Roof -- Replace when existing roof reaches the end of its useful life.

Waste water system -- Replace supply and waste lines from the building cleanout closest to the exterior wall to the main line, as needed.

HVAC -- Replace or rebuild supply and exhaust fans, pumps, belts and controls and other elements when each has reached the end of its useful life.

Other Building Systems -- Replace or rebuild all interior building systems and individual components thereof when each reaches the end of its useful life.

Elevator -- Replace or rebuild the elevator when it reaches the end of its useful life.

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Exterior Doors and Locks -- Replace or rebuild each when it reaches the end of its useful life.

Interior Doors and Locks -- Replace or rebuild when each reaches the end of its useful life.

Fixed Seats -- Reupholster or replace when each reaches the end of its useful life.

D. Permits & Certificates: Any permit or certificate, as required by law or ordinance, for operation of any elevator, hot water tank assembly or boiler, or air compressor on or in the portion of the Premises to be maintained under this Exhibit, and any permit required by any hazardous substance or hazardous waste enactment affecting activity in the portion of the Premises to be maintained under this Exhibit shall be secured and maintained in full force and effect.

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BAGLEY WRIGHT THEATRE
Technical Services Estimated Costs
INTERIOR ONLY
To be Funded from Operating Fund

OPERATING FUND COSTS									1	2	3	4	5	6	7	8	9	10	11
		Annual Costs			Other costs				Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg
Shop	Component	Hrs	Mtrls	Total Cost	Hrs	Mtrls	Total Cost	When	Dec-96	Dec-97	Dec-98	Dec-99	Dec-00	Dec-01	Dec-02	Dec-03	Dec-04	Dec-05	Dec-06
INTERIOR																			
Carpenters																			
	Interior doors	25	$110	$821			$0		$821	$821	$821	$821	$821	$821	$821	$821	$821	$821	$821
	Interior walls	6	$100	$271			$0		$271	$271	$271	$271	$271	$271	$271	$271	$271	$271	$271
	Signage	5	$100	$242			$0		$242	$242	$242	$242	$242	$242	$242	$242	$242	$242	$242
	Sub-Total	$1,023	$310	$1,333	$0	$0	$0		$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333
Electricians																			
	Replace batteries			$0	40	$3,500	$4,661	3	$0	$4,661	$0	$0	$4,661	$0	$0	$4,661	$0	$0	$4,661
	Test batteries	16		$464			$0		$464	$464	$464	$464	$464	$464	$464	$464	$464	$464	$464
	Emerg lights	20	$500	$1,081		$4,000	$4,000	8	$1,081	$1,081	$1,081	$1,081	$1,081	$4,000	$1,081	$1,081	$1,081	$1,081	$1,081
	Lamps, etc.	120	$2,500	$5,984			$0		$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984
	Alarm testing		$500	$500			$0		$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500
	Motors	30	$600	$1,471			$0		$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471
	Sub-Total	$5,400	$4,100	$9,500	$1,161	$7,500	$8,661		$9,500	$14,161	$9,500	$9,500	$14,161	$12,419	$9,500	$14,161	$9,500	$9,500	$14,161
Plumbers																			
	Toilets/urinals	24.5	$692	$1,435			$0		$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435
	Basin/lavs	5.5	$324	$491			$0		$491	$491	$491	$491	$491	$491	$491	$491	$491	$491	$491
	Sinks	4	$70	$191			$0		$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191
	Drinking fntns	3	$60	$151			$0		$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151
	Enzyme treatment	3	$60	$151			$0		$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151
	Emergencies	15		$455			$0		$455	$455	$455	$455	$455	$455	$455	$455	$455	$455	$455
	Wrap pipes	15	$150	$605		$1,300	$1,300		$1,300	$605	$605	$605	$605	$605	$605	$605	$605	$605	$605
	Test sprinklers		$500	$500			$0		$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500
	Water main strainer			$0	30	$2,000	$2,910	5	$0	$0	$0	$0	$2,910	$0	$0	$0	$0	$2,910	$0
	Sub-Total	$2,124	$1,856	$3,980	$910	$3,300	$4,210		$4,675	$3,980	$3,980	$3,980	$6,890	$3,980	$3,980	$3,980	$3,980	$6,890	$3,980
Painters																			
	Lobby walls	30	$80	$933	130	$400	$4,096	2	$933	$4,096	$933	$4,096	$933	$4,096	$933	$4,096	$933	$4,096	$933
	Restrooms	44	$60	$1,311	80	$240	$2,514	2	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311
	Baseboards	37	$45	$1,097			$0		$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097
	Columns	27	$50	$818			$0		$818	$818	$818	$818	$818	$818	$818	$818	$818	$818	$818
	Stairwells	15	$35	$461	65	$300	$2,148	2	$461	$2,148	$461	$2,148	$461	$2,148	$461	$2,148	$461	$2,148	$461
	Stair rails	7	$10	$209	35	$40	$1,035	2	$209	$1,035	$209	$1,035	$209	$1,035	$209	$1,035	$209	$1,035	$209
	Mezzanine	8	$10	$237	10	$30	$314	2	$237	$314	$237	$314	$237	$314	$237	$314	$237	$314	$237
	C. Lounge	2	$8	$65	25	$65	$776	2	$65	$776	$65	$776	$65	$776	$65	$776	$65	$776	$65
	Lobby doors	4	$10	$124	30	$50	$903	2	$124	$903	$124	$903	$124	$903	$124	$903	$124	$903	$124
	Lobby ceiling			$0	250	$1,100	$8,208	5	$0	$0	$8,208	$0	$0	$0	$0	$8,208	$0	$0	$0
	Stand room	2.5	$10	$81	12	$28	$369		$81	$369	$81	$81	$81	$81	$81	$81	$81	$81	$81
	House ent walls	2	$10	$67	10	$40	$324		$67	$324	$67	$67	$67	$67	$67	$67	$67	$67	$67
	Balcony fr wall	8.5	$38	$280			$0		$280	$280	$280	$280	$280	$280	$280	$280	$280	$280	$280
	Fr stage wall	7	$28	$227			$0		$227	$227	$227	$227	$227	$227	$227	$227	$227	$227	$227
	Elevator rail	4	$13	$126			$0		$126	$126	$126	$126	$126	$126	$126	$126	$126	$126	$126
	Poncho forum stg	4	$20	$134	17	$65	$548	2	$548	$134	$548	$134	$548	$134	$548	$134	$548	$134	$548
	PF risers	10	$25	$309	24	$50	$732	2	$732	$309	$732	$309	$732	$309	$732	$309	$732	$309	$732
	Dressing rms	8	$25	$252	50	$140	$1,562	2	$252	$1,562	$252	$1,562	$252	$1,562	$252	$1,562	$252	$1,562	$252
	Green room	5	$25	$167	22	$130	$1,040	2	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	$167	$1,040
	Sub-Total	$6,397	$502	$6,898	$21,891	$2,678	$24,569		$8,608	$17,199	$16,816	$16,653	$8,608	$16,653	$8,608	$24,861	$8,608	$16,653	$8,608

BAGLEY WRIGHT THEATRE
Technical Services Estimated Costs
INTERIOR ONLY
To be Funded from Operating Fund

er costs Mtrls	Total Cost	When	1 Yr Endg Dec-96	2 Yr Endg Dec-97	3 Yr Endg Dec-98	4 Yr Endg Dec-99	5 Yr Endg Dec-00	6 Yr Endg Dec-01	7 Yr Endg Dec-02	8 Yr Endg Dec-03	9 Yr Endg Dec-04	10 Yr Endg Dec-05	11 Yr Endg Dec-06	12 Yr Endg Dec-07	13 Yr Endg Dec-08	14 * Yr Endg Dec-09
	$0		$821	$821	$821	$821	$821	$821	$821	$821	$821	$821	$821	$821	$821	$821
	$0		$271	$271	$271	$271	$271	$271	$271	$271	$271	$271	$271	$271	$271	$271
	$0		$242	$242	$242	$242	$242	$242	$242	$242	$242	$242	$242	$242	$242	$242
$0	$0		$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333	$1,333
3,500	$4,661	3	$0	$4,661	$0	$0	$4,661	$0	$0	$4,661	$0	$0	$4,661	$0	$0	$4,661
	$0		$464	$464	$464	$464	$464	$464	$464	$464	$464	$464	$464	$464	$464	$464
4,000	$4,000	8	$1,081	$1,081	$1,081	$1,081	$1,081	$4,000	$1,081	$1,081	$1,081	$1,081	$1,081	$1,081	$1,081	$4,000
	$0		$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984	$5,984
	$0		$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500
	$0		$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471	$1,471
7,500	$8,661		$9,500	$14,161	$9,500	$9,500	$14,161	$12,419	$9,500	$14,161	$9,500	$9,500	$14,161	$9,500	$9,500	$17,080
	$0		$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435	$1,435
	$0		$491	$491	$491	$491	$491	$491	$491	$491	$491	$491	$491	$491	$491	$491
	$0		$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191	$191
	$0		$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151
	$0		$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151	$151
	$0		$455	$455	$455	$455	$455	$455	$455	$455	$455	$455	$455	$455	$455	$455
1,300	$1,300		$1,300	$605	$605	$605	$605	$605	$605	$605	$605	$605	$605	$605	$605	$605
	$0		$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500
2,000	$2,910	5	$0	$0	$0	$0	$2,910	$0	$0	$0	$0	$2,910	$0	$0	$0	$0
3,300	$4,210		$4,675	$3,980	$3,980	$3,980	$6,890	$3,980	$3,980	$3,980	$3,980	$6,890	$3,980	$3,980	$3,980	$3,980
$400	$4,096	2	$933	$4,096	$933	$4,096	$933	$4,096	$933	$4,096	$933	$4,096	$933	$4,096	$933	$4,096
$240	$2,514	2	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514	$1,311	$2,514
	$0		$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097	$1,097
	$0		$818	$818	$818	$818	$818	$818	$818	$818	$818	$818	$818	$818	$818	$818
$300	$2,148	2	$461	$2,148	$461	$2,148	$461	$2,148	$461	$2,148	$461	$2,148	$461	$2,148	$461	$2,148
$40	$1,035	2	$209	$1,035	$209	$1,035	$209	$1,035	$209	$1,035	$209	$1,035	$209	$1,035	$209	$1,035
$30	$314	2	$237	$314	$237	$314	$237	$314	$237	$314	$237	$314	$237	$314	$237	$314
$65	$776	2	$65	$776	$65	$776	$65	$776	$65	$776	$65	$776	$65	$776	$65	$776
$50	$903	2	$124	$903	$124	$903	$124	$903	$124	$903	$124	$903	$124	$903	$124	$903
1,100	$8,208	5	$0	$0	$8,208	$0	$0	$0	$0	$8,208	$0	$0	$0	$0	$8,208	$0
$28	$369		$81	$369	$81	$81	$81	$81	$81	$81	$81	$81	$81	$81	$81	$81
$40	$324		$67	$324	$67	$67	$67	$67	$67	$67	$67	$67	$67	$67	$67	$67
	$0		$280	$280	$280	$280	$280	$280	$280	$280	$280	$280	$280	$280	$280	$280
	$0		$227	$227	$227	$227	$227	$227	$227	$227	$227	$227	$227	$227	$227	$227
	$0		$126	$126	$126	$126	$126	$126	$126	$126	$126	$126	$126	$126	$126	$126
$65	$548	2	$548	$134	$548	$134	$548	$134	$548	$134	$548	$134	$548	$134	$548	$134
$50	$732	2	$732	$309	$732	$309	$732	$309	$732	$309	$732	$309	$732	$309	$732	$309
$140	$1,562	2	$252	$1,562	$252	$1,562	$252	$1,562	$252	$1,562	$252	$1,562	$252	$1,562	$252	$1,562
$130	$1,040	2	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	$167	$1,040	$167
2,678	$24,569		$8,608	$17,199	$16,816	$16,653	$8,609	$16,653	$8,608	$74,861	$8,608	$16,653	$8,608	$16,653	$16,816	$16,653

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BAGLEY WRIGHT THEATRE
Technical Services Estimated Costs
INTERIOR ONLY
To be Funded from Operating Fund

OPERATING FUND COSTS		Annual Costs			Other costs				1	2	3	4	5	6	7	8	9	10	11
Shop	Component	Hrs	Mtrls	Total Cost	Hrs	Mtrls	Total Cost	When	Yr Endg Dec-96	Yr Endg Dec-97	Yr Endg Dec-98	Yr Endg Dec-99	Yr Endg Dec-00	Yr Endg Dec-01	Yr Endg Dec-02	Yr Endg Dec-03	Yr Endg Dec-04	Yr Endg Dec-05	Yr Endg Dec-
Engineers																			
	Filters & oil	70.5	$313	$2,392			$0		$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,
	Insulation	80	$1,200	$3,560			$0		$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,
	Heat Pump	48	$100	$1,516		$2,700	$2,700	10	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$2,700	$1,
	Controls	80	$500	$2,860			$0		$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2
	Elevators	0.5	$3,088	$3,102			$0		$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3
	Pressure vessels	1.5	$70	$114			$0		$114	$114	$114	$114	$114	$114	$114	$114	$114	$114	$
	Water pumps	6	$140	$317		$4,200	$4,200	5	$317	$317	$317	$317	$317	$4,200	$317	$317	$317	$317	$
	Circ pump	2	$55	$114		$300	$300	3+5	$114	$114	$300	$114	$114	$114	$114	$300	$114	$114	$
	Sound abatement			$0	16	$2,200	$2,672	7	$0	$0	$0	$0	$0	$0	$2,672	$0	$0	$0	
	Valves	6	$223	$400			$0		$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$
	Inspection	52		$1,534			$0		$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1
	Bearings	8	$160	$396			$0		$396	$396	$396	$396	$396	$396	$396	$396	$396	$396	$
	Sump pumps	2	$70	$129		$20,000	$20,000	7	$129	$129	$129	$129	$129	$129	$20,000	$129	$129	$129	$
	Trouble calls	80		$2,360			$0		$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2
	Belts	3	$20	$109			$0		$109	$109	$109	$109	$109	$109	$109	$109	$109	$109	$
	DDC Contrl Srvc		$3,500	$3,500			$0		$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3
	Sub-Total	$12,965	$9,438	$22,403	$472	$29,400	$29,872		$22,403	$22,403	$22,589	$22,403	$22,403	$26,286	$44,946	$22,589	$22,403	$23,587	$22
TOTAL OBLIGATION		$27,909	$16,206	$44,114	$24,435	$42,878	$67,313		$46,520	$59,076	$54,218	$53,869	$53,396	$60,672	$68,368	$66,924	$45,825	$57,984	$50

* Note: Schedule shows annual needs, but the SC obligation to provide maintenance of internal components expires on May 31 in 2009. Responsibility for work in 2009 will be prorated as appropriate between

MCHSYST3.XLS,editedTS,4/22/96

BAGLEY WRIGHT THEATRE
Technical Services Estimated Costs
INTERIOR ONLY
To be Funded from Operating Fund

er costs / ntrls	Total Cost	When	1 Yr Endg Dec-96	2 Yr Endg Dec-97	3 Yr Endg Dec-98	4 Yr Endg Dec-99	5 Yr Endg Dec-00	6 Yr Endg Dec-01	7 Yr Endg Dec-02	8 Yr Endg Dec-03	9 Yr Endg Dec-04	10 Yr Endg Dec-05	11 Yr Endg Dec-06	12 Yr Endg Dec-07	13 Yr Endg Dec-08	14 * Yr Endg Dec-09
	$0		$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392	$2,392
	$0		$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560	$3,560
2,700	$2,700	10	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$1,516	$2,700	$1,516	$1,516	$1,516	$1,516
	$0		$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860	$2,860
	$0		$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102	$3,102
	$0		$114	$114	$114	$114	$114	$114	$114	$114	$114	$114	$114	$114	$114	$114
4,200	$4,200	5	$317	$317	$317	$317	$317	$4,200	$317	$317	$317	$317	$317	$317	$317	$317
$300	$300	3+5	$114	$114	$300	$114	$114	$114	$114	$300	$114	$114	$114	$114	$300	$114
2,200	$2,672	7	$0	$0	$0	$0	$0	$0	$2,672	$0	$0	$0	$0	$0	$0	$2,672
	$0		$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400
	$0		$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534	$1,534
	$0		$396	$396	$396	$396	$396	$396	$396	$396	$396	$396	$396	$396	$396	$396
0,000	$20,000	7	$129	$129	$129	$129	$129	$129	$20,000	$129	$129	$129	$129	$129	$129	$20,000
	$0		$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360	$2,360
	$0		$109	$109	$109	$109	$109	$109	$109	$109	$109	$109	$109	$109	$109	$109
	$0		$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500
9,400	$29,872		$22,403	$22,403	$22,589	$22,403	$22,403	$26,286	$44,946	$22,589	$22,403	$23,587	$22,403	$22,403	$22,589	$44,946
2,878	$67,313		$46,520	$59,076	$54,218	$53,869	$53,396	$60,672	$68,368	$66,924	$45,825	$57,964	$50,486	$53,869	$54,218	$83,993

C obligation to provide maintenance of internal components expires on May 31 in 2009. Responsibility for work in 2009 will be prorated as appropriate between SC and SRT.

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EXHIBIT 6

CITY'S MAINTENANCE & REPAIR RESPONSIBILITIES WITH RESPECT TO NEW PREMISES

1. DEFINITIONS

As used in this exhibit, the following definitions shall be controlling unless another meaning is clearly evident from the context:

"Routine repair" means work required when equipment or a structural or system element is partially or fully inoperable.

"Predictive maintenance" means work of a non-routine nature performed to avoid an untimely failure of equipment or a system.

"Preventive maintenance" means routine work accomplished on a regular schedule to avoid routine repair and/or to extend the useful life of equipment or a structural or system element.

"Major maintenance" means work required when an item of equipment or a structural or system element has reached the end of its useful life and must be replaced or rebuilt.

"End of useful life" means the good faith and reasonable determination by the Director that an item of equipment or a building element no longer functions and cannot be economically repaired or rebuilt, or, in the case of a component, replaced.

2. MAINTENANCE SCHEDULE

Seattle Center shall perform the following maintenance according to the schedule below:

A. Routine Repair:

Exterior Shell -- Repair foundation, walls and all other exterior finishes other than exterior windows, doors and the roof, as needed; remove and/or paint over all graffiti and repair all vandalism within three (3) days after the receipt by Seattle Center's Technical Facilities Manager, or such official's functional successor, of a report of the existence of such graffiti or vandalism.

Exterior Windows -- Clean exterior side of windows one (1) time per year and repair damaged or broken windows as needed.

Roof -- Patch as needed; Provided, that if roof patching is necessary due to unauthorized access to the roof by SRT or any of its employees, agents or contractors, SRT shall reimburse City for the labor and materials required to repair the roof.

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B. Preventive & Predictive Maintenance: (Task items and frequency are minimum standard)

Exterior walls -- Inspect annually and repair as needed; seal every ten (10) years.

Exterior windows - Inspect annually and repair as needed.

Roof -- Biannually clean gutters and drains and inspect; floodcoat once every five (5) years.

C. Major Maintenance:

Exterior walls -- Repair any damage to or replace exterior wall surface when it reaches the end of its useful life; paint as needed.

Exterior windows -- Replace caulking when it reaches the end of its useful life.

Roof -- Replace when existing roof reaches the end of its useful life.

D. Permits & Certificates: Any permit or certificate, as required by law or ordinance, for operation of any elevator, hot water tank assembly or boiler, or air compressor on or in the portion of the Premises to be maintained under this Exhibit, and any permit required by any hazardous substance or hazardous waste enactment affecting activity in the portion of the Premises to be maintained under this Exhibit shall be secured and maintained in full force and effect.

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EXHIBIT 7

CITY'S & SRT'S MAINTENANCE & REPAIR RESPONSIBILITIES WITH RESPECT TO OLD PREMISES & NEW PREMISES ON & AFTER JUNE 1, 2009

A. City Maintenance Responsibilities: On and after June 1, 2009, City shall continue to perform or have performed all of the exterior shell, exterior walls, exterior windows, exterior doors and locks, and roof maintenance work specified in Exhibits 5 and 6 according to the schedule set forth therein.

B. SRT Maintenance Responsibilities: On and after June 1, 2009, SRT shall perform or have performed all of the maintenance work described in Exhibits 4, 5 and 6 according to the schedule set forth therein, other than the maintenance of the roof and the exterior shell (including exterior doors and locks, exterior windows, and exterior walls) of the New Premises and Old Premises (which maintenance shall remain a City responsibility). SRT shall maintain complete and accurate records, in writing, of all routine repairs, preventive and predictive maintenance, and major maintenance undertaken in, on, and with respect to the Premises. Commencing on September 1, 2010, and on each September 1st thereafter during the term hereof, SRT shall deliver to the Director a written report documenting all of the routine maintenance, preventive and predictive maintenance, and major maintenance work performed in, on, and with respect to the Premises during the twelve (12) months that immediately precede the July 1st that is immediately prior to such report deadline.

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EXHIBIT 8

BWTMRR FUND & 3RT REPLACEMENT TRUST FUND:
MINIMUM ANNUAL DEPOSITS & EXPENDITURE SCHEDULE

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Bagley Wright Theatre

Estimated Costs (1995 Costs) showing SC CIP costs Only

INTERIOR ONLY

	Total Cost	1 Yr Endg Dec-96	2 Yr Endg Dec-97	3 Yr Endg Dec-98	4 Yr Endg Dec-99	5 Yr Endg Dec-00	6 Yr Endg Dec-01	7 Yr Endg Dec-02	8 Yr Endg Dec-03	9 Yr Endg Dec-04	10 Yr Endg Dec-05	11 Yr Endg Dec-06	1 Yr E Dec
Total SC	$1,12[illegible],835	$21,343	$16,143	$1,143	$1,143	$46,270	$1,143	$16,143	$31,143	$1,143	$79,043	$7,750	
TOTAL SRT	$2,054,226		95,301	100,866	8,779	18,817	115,104	146,401	30,889	733	11,038	327,424	1
COMBINED TOTAL	$3,181,06[illegible]	$21,343	$111,445	$102,010	$9,922	$65,087	$116,247	$162,544	$62,032	$1,876	$90,081	$335,174	$1
COMBINED With 3% Inflation	**$5,250,785**	**$21,984**	**$118,232**	**$111,469**	**$11,168**	**$75,454**	**$138,805**	**$199,909**	**$78,581**	**$2,448**	**$121,062**	**$463,960**	**$1**
FUNDING PLAN													
Seattle Center makes flat average contribution.													
SRT makes gradually increasing contribution.													
SPLIT FUND BALANCE													
Seattle Center													
Beginning Fund Balance:		$0	$61,300	$29,657	$8,652	$92,435	$113,036	$67,867	$0	$12,066	$105,256	$78,393	
Interest at 5.66%	$36,994	$3,284	$1,589	$463	$4,952	$6,055	$3,635	$0	$646	$5,638	$4,199	$0	
Annual Contribution	$1,245,000	$80,000	$85,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$
Draw	($1,880,930)	($21,984)	($118,232)	($111,469)	($11,168)	($75,454)	($138,805)	($199,909)	($78,581)	($2,448)	($121,062)	($463,960)	($1
Transfer from SRT	$598,936	$0	$0	$0	$0	$0	$0	$42,042	$0	$0	$0	$295,566	$
Balance:	$0	$61,300	$29,657	$8,652	$92,435	$113,036	$67,867	$0	$12,066	$105,256	$78,393	$0	
								$0					
SRT													
Beginning Fund Balance:		$0	$0	$20,330	$48,503	$86,138	$132,828	$189,206	$210,965	[illegible]793	$382,838	$497,377	$3
Interest at 7.0%	$477,825	$0	$1,330	$3,173	$5,635	$8,690	$12,378	$13,801	$18,828	[illegible],045	$32,539	$20,777	$
Annual Contribution	$3,455,415	$0	$19,000	$25,000	$32,000	$38,000	$44,000	$50,000	$58,000	$70,000	$82,000	$95,000	$1
Transfer to SC or Draw	($3,968,791)	$0	$0	$0	$0	$0	$0	($42,042)	$0	$0	$0	($295,566)	($
Balance:	($35,551)	$0	$20,330	$48,503	$86,138	$132,828	$189,206	$210,965	$2[illegible]7,793	$382,838	$497,377	$317,587	$3
Contributed Toward Replacmt		0	0										
SRT	$3,455,415	0	19,000	25,000	32,000	38,000	44,000	50,000	58,000	70,000	82,000	95,000	1
Center	$1,245,000	80,000	85,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	
Total per Year	$4,700,415	80,000	104,000	115,000	122,000	128,000	134,000	140,000	148,000	160,000	172,000	185,000	2

	3	4	5	6	7	8	9	10	11	12	13	14
	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg
	Dec-98	Dec-99	Dec-00	Dec-01	Dec-02	Dec-03	Dec-04	Dec-05	Dec-06	Dec-07	Dec-08	Dec-09
43	$1,143	$1,143	$46,270	$1,143	$16,143	$31,143	$1,143	$79,043	$7,750	$1,143	$1,143	$1,143
01	100,866	8,779	18,817	115,104	146,401	30,889	733	11,038	327,424	128,055	173,944	8,435
45	$102,010	$9,922	$66,087	$116,247	$162,544	$62,032	$1,876	$90,081	$335,174	$129,198	$175,088	$9,578
32	**$111,469**	**$11,168**	**$75,454**	**$138,805**	**$199,909**	**$78,581**	**$2,448**	**$121,062**	**$463,960**	**$184,206**	**$257,122**	**$14,488**
00	$29,657	$8,652	$92,435	$113,036	$67,867	$0	$12,066	$105,256	$78,393	$0	$0	$0
39	$463	$4,952	$6,055	$3,635	$0	$646	$5,638	$4,199	$0	$0	$0	$4,274
00	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000
32)	($111,469)	($11,168)	($75,454)	($138,805)	($199,909)	($78,581)	($2,448)	($121,062)	($463,960)	($184,206)	($257,122)	($14,488)
$0	$0	$0	$0	$0	$42,042	$0	$0	$0	$295,566	$94,206	$167,122	$0
57	$8,652	$92,435	$113,036	$67,867	$0	$12,066	$105,256	$78,393	$0	$0	$0	$79,786
					$0							
30	$20,330	$48,503	$86,138	$132,828	$189,206	$210,965	$287,793	$382,838	$497,377	$317,587	$356,718	$331,268
30	$3,173	$5,635	$8,690	$12,378	$13,601	$18,828	$25,045	$32,539	$20,777	$23,337	$21 672	$32,289
00	$25,000	$32,000	$38,000	$44,000	$50,000	$58,000	$70,000	$82,000	$95,000	$110,000	$120,000	$130,000
30	$0	$0	$0	$0	($42,042)	$0	$0	$0	($295,566)	($94,206)	($167,122)	$0
30	$48,503	$86,138	$132,828	$189,206	$210,965	$287,793	$382,838	$497,377	$317,587	$356,718	$331,268	$493,557
0												
00	25,000	32,000	38,000	44,000	50,000	58,000	70,000	82,000	95,000	110,000	120,000	130,000
00	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000
00	115,000	122,000	128,000	134,000	140,000	148,000	160,000	172,000	185,000	200,000	210,000	220,000

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Bagley Wright Theat												
Estimated Costs (1995 Costs) shown												
INTERIOR ONLY												
		15	16	17	18	19	20	21	22	23	24	25
	Total	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Enug	Yr Endg	Yr En
	Cost	Dec-10	Dec-11	Dec-12	Dec-13	Dec-14	Dec-15	Dec-16	Dec-17	Dec-18	Dec-19	Dec-2
Total SC	$1,126,835	$65,078	$55,013	$51,629	$60,406	$46,968	$63,768	$48,575	$57,932	$60,029	$55,013	$49
TOTAL SRT	$2,054,226	19,294	103,931	147,331	74,872	3,353	3,046	109,702	82,776	64,384	5,979	17
COMBINED TOTAL	$3,181,061	$84,372	$158,944	$198,960	$138,278	$50,321	$66,814	$158,277	$140,708	$124,413	$60,992	$67
COMBINED With 3% Inflation	**$5,250,785**	**$131,449**	**$255,058**	**$328,851**	**$235,409**	**$88,238**	**$120,673**	**$294,441**	**$269,610**	**$245,540**	**$123,984**	**$141**
FUNDING PLAN												
Seattle Center makes flat average contribution.												
SRT makes gradually increasing contribution.												
SPLIT FUND BALANCE												
Seattle Center												
Beginning Fund Balance:		$79,786	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Interest at 5.66%	$36,994	$2,258	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Annual Contribution	$1,245,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Draw	($1,880,930)	($82,044)	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Transfer from SRT	$598,936	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Balance:	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
SRT												
Beginning Fund Balance:		$493,557	$617,820	$534,297	$369,623	$297,150	$380,914	$439,771	$320,850	$224,306	$150,997	$206
Interest at 7.0%	$477,825	$40,418	$34,954	$24,181	$19,446	$24,920	$28,770	$20,990	$14,674	$9,878	$13,540	$16
Annual Contribution	$3,455,415	$133,250	$136,581	$139,996	$143,496	$147,083	$150,760	$154,529	$158,392	$162,352	$166,411	$170
Transfer to SC or Draw	($3,998,791)	($49,405)	($255,058)	($328,851)	($235,409)	($88,238)	($120,673)	($294,441)	($269,610)	($245,540)	($123,984)	($141
Balance:	($35,551)	$617,820	$534,297	$369,623	$297,150	$380,914	$439,771	$320,850	$224,306	$150,997	$206,963	$252
		0.025										
Contributed Toward Replacmt		2.5% Annual Increase										
SRT	$3,455,415	133,250	136,581	139,996	143,496	147,083	150,760	154,529	158,392	162,352	166,411	170
Center	$1,245,000	0	0	0	0	0	0	0	0	0	0	
Total per Year	$4,700,415	133,250	136,581	139,996	143,496	147,083	150,760	154,529	158,392	162,352	166,411	170

16	17	18	19	20	21	22	23	24	25	26	27
Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg	Yr Endg
ec-11	Dec-12	Dec-13	Dec-14	Dec-15	Dec-16	Dec-17	Dec-18	Dec-19	Dec-20	Dec-21	Dec-22
$55,013	$51,629	$63,406	$46,968	$63,768	$48,575	$57,932	$60,029	$55,013	$49,878	$59,674	$46,968
103,931	147,331	74,872	3,353	3,046	109,702	82,776	64,384	5,979	17,887	71,596	150,428
158,944	$198,960	$138,278	$50,321	$66,814	$158,277	$140,708	$124,413	$60,992	$67,765	$131,270	$197,396
255,058	**$328,851**	**$235,409**	**$88,238**	**$120,673**	**$294,441**	**$269,610**	**$245,540**	**$123,984**	**$141,885**	**$283,095**	**$438,474**
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
617,820	$534,297	$369,623	$297,150	$380,914	$439,771	$320,850	$224,306	$150,997	$206,963	$252,145	$153,958
$34,954	$24,181	$19,440	$24,920	$28,770	$20,990	$14,674	$9,878	$13,540	$15,495	$10,072	$0
136,581	$139,996	$143,496	$147,083	$150,760	$154,529	$158,392	$162,352	$166,411	$170,571	$174,836	$179,206
255,058)	($328,851)	($235,409)	($88,238)	($120,673)	($294,441)	($269,610)	($245,540)	($123,984)	($141,885)	($283,095)	($438,474)
534,297	$369,623	$297,150	$380,914	$439,771	$320,850	$224,306	$150,997	$206,963	$252,145	$153,958	($105,310)
e											
136,581	139,996	143,496	147,083	150,760	154,529	158,392	162,352	166,411	170,571	174,836	179,206
0	0	0	0	0	0	0	0	0	0	0	0
136,581	139,996	143,496	147,083	150,760	154,529	158,392	162,352	166,411	170,571	174,836	179,206

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Bagley Wright Theat Estimated Costs (1995 Costs) showin INTERIOR ONLY				
	Total Cost	28 Yr Endg Dec-23	29 Yr Endg Dec-24	30 Yr Endg Dec-25
Total SC	$1,126,835	$63,406	$51,629	$62,027
TOTAL SRT	$2,054,226	28,559	4,463	842
COMBINED TOTAL	$3,181,061	$91,965	$56,092	$62,869
COMBINED With 3% Inflation	**$5,250,785**	**$210,409**	**$132,184**	**$152,599**
FUNDING PLAN				
Seattle Center makes flat average contribution.				
SRT makes gradually increasing contribution.				
SPLIT FUND BALANCE				
Seattle Center				
Beginning Fund Balance:		$0	$0	$0
Interest at 5.66%	$36,994		$0	$0
Annual Contribution	$1,245,000		$0	$0
Draw	($1,880,930)		$0	$0
Transfer from SRT	$598,936	$0	$0	$0
Balance:	$0	$0	$0	$0
SRT				
Beginning Fund Balance:		($105,310)	($132,032)	($75,937)
Interest at 7.0%	$477,825	$0	$0	$0
Annual Contribution	$3,455,415	$183,687	$188,279	$192,986
Transfer to SC or Draw	($3,968,[illegible]91)	($210,409)	($132,184)	($152,599)
Balance:	($35,551)	($132,032)	($75,937)	($35,551)
Contributed Toward Replacmt				
SRT	$3,455,415	183,687	188,279	192,986
Center	$1,245,000	0	0	0
Total per Year	$4,700,415	183,687	188,279	192,986

9	30
Endg	Yr Endg
-24	Dec-25
51,629	$62,027
4,463	842
56,092	$62,869
32,184	$152,599
$0	$0
$0	$0
$0	$0
$0	$0
$0	$0
$0	$0
32,032)	($75,937)
$0	$0
88,279	$192,986
32,184)	($152,599)
75,937)	($35,551)
88,279	192,986
0	0
88,279	192,986

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Seattle Repertory Theatre
Bagley Wright - Theatrical Systems
PNTA - Replacement Cost Summary

Cash flow analysis

PNTAEST5.XLW

Cash flow requirements by year

Category	Total FY 97-25	2 FY 97	3	4	5	6	7	8	9	10	11	12	13	14
Dimmers, Lights & Controls	483,400	0	0	0	0	5,200	105,000	0	0	0	158,000	0	0	0
Drapes & Re[illegible]ed Track	181,171	3,639	11,385	0	0	36,077	0	6,190	0	0	9,491	3,639	0	0
Fixtures	249,055	0	24,240	2,800	0	24,740	0	0	0	0	20,105	45,405	42,780	0
Rigging	316,645	12,230	0	0	0	0	3,780	11,570	539	0	136,085	12,230	69,950	0
Sound	823,955	79,432	65,241	5,979	18,817	49,087	37,621	13,129	194	11,038	3,744	66,781	61,21[illegible]	8,435
Total	2,054,226	95,301	100,866	8,779	18,817	115,104	146,401	30,889	733	11,038	327,424	128,055	173,944	8,435

4	5	6	7	8	9	10	11	12	13	14	15	16	17 FY 12
0	0	5,200	105,000	0	0	0	158,000	0	0	0	0	0	105,000
0	0	36,077	0	6,190	0	0	9,491	3,639	0	0	0	20,470	0
2,800	0	24,740	0	0	0	0	20,105	45,405	42,780	0	0	34,500	0
0	0	0	3,780	11,570	539	0	136,085	12,230	69,950	0	0	0	3,780
5,979	18,817	49,087	37,621	13,129	194	11,038	3,744	66,781	61,214	8,435	19,294	48,961	38,551
8,779	18,817	115,104	146,401	30,889	733	11,038	327,424	128,055	173,944	8,435	19,294	103,931	147,331

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Seattle Repertory Theatre
Bagley Wright - Theatrical Systems
PNTA - Replacement Cost Summary

PNTAEST5.XLW

Category	Total FY 97-25	18 FY 13	19	20	21	22	23	24	25	26	27	28	29	30 FY 25
Dimmers, Lights & Controls	483,400	0	0	0	5,200	0	0	0	0	0	105,000	[illegible]	[illegible]	
Drapes & Related Track	181,171	17,575	0	0	55,598	3,639	0	0	0	7,278	0	6,190	0	
Fixtures	249,055	22,000	0	0	24,740	0	2,240	0	0	2,705	0	0	2,800	
Rigging	316,645	13,854	539	0	23,970	12,230	0	0	0	0	3,780	11,570	539	
Sound	823,955	[illegible]	2,814	3,046	194	66,907	62,144	5,979	17,887	61,613	41,648	10,799	1,124	84
Total	**2,054,226**	[illegible]	**3,353**	**3,046**	**109,702**	**82,776**	**64,384**	**5,979**	**17,887**	**71,596**	**150,428**	**28,559**	**4,463**	**84**

0	21	22	23	24	25	26	27	28	29	30 FY 25
0	5,200	0	0	0	0	0	105,000	0	0	0
0	55,598	3,639	0	0	0	7,278	0	6,190	0	0
0	24,740	0	2,240	0	0	2,705	0	0	2,800	0
0	23,970	12,230	0	0	0	0	3,780	11,570	539	0
3,046	194	66,907	62,144	5,979	17,887	61,613	41,648	10,799	1,124	842
3,046	109,702	82,776	64,384	5,979	17,887	71,596	150,428	28,559	4,463	842

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SEATTLE REP DIMMING CONTROL INVENTORY

QTY	DESCRIPTION	REPLACEMENT PRODUCT	COST	LIFE Rem.	ADJ LIFE	LIFE New	cash flow basis	1	2	3	4	5	6	7	8	9	10	11	12	13
							Lease yr	2	3	4	5	6	7	8	9	10	11	12	13	14
								0												
Stage Dimming System includes:																				
5	Kleigl K96 Dimmer Banks	*																		
232	dual 2.4kW dimmer modules - stage	*																		
8	single 6kW dimmer modules - stage	*																		
6	Single 6kW dimmer modules - house	*																		
Lot	Strand Custom control modules to drive K9	*																		
Lot	spare dimmer modules, power supply, etc.	*																		
Replacement Cost Total: (1)			**$121,000.00**	10	10	23		0	0	0	0	0	0	0	0	0	131,000	0	0	0
								0	0	0	0	0	0	0	0	0	0	0	0	0
								0	0	0	0	0	0	0	0	0	0	0	0	0
House light controls:								0	0	0	0	0	0	0	0	0	0	0	0	0
4	stations (booth, house, PCP, and balcony)	*						0	0	0	0	0	0	0	0	0	0	0	0	0
1	Houselight Control Module in Rack	*						0	0	0	0	0	0	0	0	0	3,400	0	0	0
Replacement Cost Total:			**$3,400.00**	10	10	20		0	0	0	0	0	0	0	0	0	0	0	0	0
								0	0	0	0	0	0	0	0	0	0	0	0	0
Stage lighting controls:								0	0	0	0	0	0	0	0	0	0	0	0	0
1	Strand Light Pallette 90, incl. Tower, Main	*						0	0	0	0	0	0	0	0	0	0	0	0	0
1	48 submaster outrigger	*						0	0	0	0	0	0	0	0	0	0	0	0	0
1	Hand held remote	*						0	0	0	0	0	0	0	0	0	0	0	0	0
1	Hand held remote (not functioning) designe	*						0	0	0	0	0	0	0	0	0	0	0	0	0
1	Dual rem. a monitor for ALD	*						0	0	0	0	0	0	0	0	0	0	0	0	0
1	Printer: Okidata Microline 182 Turbo	*				8		0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Cost Total: (2)			**$100,000.00**	3	6	10		0	0	0	0	0	105,000	0	0	0	0	0	0	0
								0	0	0	0	0	0	0	0	0	0	0	0	0
								0	0	0	0	0	0	0	0	0	0	0	0	0
Lot	**Stage Lighting Cables, two-fers and adapters:**							0	0	0	0	0	0	0	0	0	0	0	0	0
	per inventory from master electrician at top of 94-95 season							0	0	0	0	0	0	0	0	0	0	0	0	0
	264 stage cables, in lengths from 5' to 70', 107 two-fers, 30 adapters to and from edison							0	0	0	0	0	0	0	0	0	13,600	0	0	0
Replacement Cost Total:			**$13,600.00**	10	10	20		0	0	0	0	0	0	0	0	0	0	0	0	0
								0	0	0	0	0	0	0	0	0	0	0	0	0
Lot	**Multi-conductor cables:**							0	0	0	0	0	0	0	0	0	0	0	0	0
	per inventory from master electrician at top of 94-95 season							0	0	0	0	0	0	0	0	0	0	0	0	0
	4 each, 50' four circuit, 12 gauge							0	0	0	0	0	0	0	0	0	0	0	0	0
	2 each, 50' six circuit, 12 gauge							0	0	0	0	5,200	0	0	0	0	0	0	0	0
Replacement Cost Total:			**$5,200.00**	5	5	15		0	0	0	0	0	0	0	0	0	0	0	0	0
								0	0	0	0	0	0	0	0	0	0	0	0	0
Lot	**Stage Lighting Accessories (not counted):**							0	0	0	0	0	0	0	0	0	0	0	0	0
	Barndoors, Pattern Holders, Spare Color Frames, Misc. Lighting Effects							0	0	0	0	0	0	0	0	0	10,000	0	0	0
Replacement Cost Total:			**$10,000.00**	10	10	20		0	0	0	0	0	0	0	0	0	0	0	0	0
Total Cash Cost Allocated by Year through lease			**$463,400.00**					0	0	0	0	5,200	105,000	0	0	0	150,000	0	0	0

Note: Replacement costs are for equipment only and do not include installation.

* Replacement cost based on current top-of-the-line technology from Colortran, Strand, or ETC

(1) Estimated Installation for New Dimming System: $10,000.00

(2) Estimated Installation for New Control System: $5,000.00

SEATTLE REP DIMMING CONTROL INVENTORY

PNTAEST5.XLW
4/21/96

E	ADJ	LIFE	cash flow basis																	
n.	LIFE	New	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16	17
			Lease yr 2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
			0																	
10	10	23	0	0	0	0	0	0	0	0	0	131,000	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10	10	20	0	0	0	0	0	0	0	0	0	3,400	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
		8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3	6	10	0	0	0	0	0	105,000	0	0	0	0	0	0	0	0	0	105,000	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10	10	20	0	0	0	0	0	0	0	0	0	13,600	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5	5	15	0	0	0	0	5,200	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10	10	20	0	0	0	0	0	0	0	0	0	10,000	0	0	0	0	0	0	0	
			0	0	0	0	5,200	105,000	0	0	0	158,000	0	0	0	0	0	105,000	0	

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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SEATTLE REP DIMMING CONTROL INVENTORY

QTY	DESCRIPTION	REPLACEMENT PRODUCT	COST	LIFE Rem.	ADJ LIFE	LIFE New	18 19	19 20	20 21	21 22	22 23	23 24	24 25	25 26	26 27	27 28	28 29	29 30
Stage Dimming System Includes:																		
5	Kleigl K96 Dimmer Banks	*																
232	dual 2.4kW dimmer modules - stage	*																
8	single 6kW dimmer modules - stage	*																
6	Single 6kW dimmer modules - house	*																
Lot	Strand Custom control modules to drive K9	*																
Lot	spare dimmer modules, power supply, etc.	*																
Replacement Cost Total: (1)			**$121,000.00**	10	10	23	0	0	0	0	0	0	0	0	0	0	0	0
							0	0	0	0	0	0	0	0	0	0	0	0
							0	0	0	0	0	0	0	0	0	0	0	0
House light controls:							0	0	0	0	0	0	0	0	0	0	0	0
4	stations (booth, house, PCP, and balcony)	*					0	0	0	0	0	0	0	0	0	0	0	0
1	Houselight Control Module in Rack	*					0	0	0	0	0	0	0	0	0	0	0	0
Replacement Cost Total:			**$3,400.00**	10	10	20	0	0	0	0	0	0	0	0	0	0	0	0
							0	0	0	0	0	0	0	0	0	0	0	0
							0	0	0	0	0	0	0	0	0	0	0	0
Stage lighting controls:							0	0	0	0	0	0	0	0	0	0	0	0
1	Strand Light Pallette 90, incl Tower, Main	*					0	0	0	0	0	0	0	0	0	0	0	0
1	48 submaster outrigger	*					0	0	0	0	0	0	0	0	0	0	0	0
1	Hand held remote	*					0	0	0	0	0	0	0	0	0	0	0	0
1	Hand hold remote (not functioning) designe	*					0	0	0	0	0	0	0	0	0	0	0	0
1	Dual remote monitor for ALD	*				8	0	0	0	0	0	0	0	0	0	0	0	0
1	Printer. Okidata Microline 182 Turbo	*				10	0	0	0	0	0	0	0	0	105,000	0	0	0
Replacement Cost Total: (2)			**$105,000.00**	3	6		0	0	0	0	0	0	0	0	0	0	0	0
							0	0	0	0	0	0	0	0	0	0	0	0
Lot	**Stage Lighting Cables, two-fers and adapters:**						0	0	0	0	0	0	0	0	0	0	0	0
	per inventory from master electrician at top of 94-95 season						0	0	0	0	0	0	0	0	0	0	0	0
	264 stage cables, in lengths from 5' to 70', 107 two-fers, 30 adapters to and from edison						0	0	0	0	0	0	0	0	0	0	0	0
Replacement Cost Total:			**$13,600.00**	10	10	20	0	0	0	0	0	0	0	0	0	0	0	0
							0	0	0	0	0	0	0	0	0	0	0	0
Lot	**Multi-conductor cables:**						0	0	0	0	0	0	0	0	0	0	0	0
	per inventory from master electrician at top of 94-95 season						0	0	0	0	0	0	0	0	0	0	0	0
	4 each, 50' four circuit, 12 gauge						0	0	0	0	0	0	0	0	0	0	0	0
	2 each, 50' six circuit, 12 gauge						0	0	0	0	0	0	0	0	0	0	0	0
Replacement Cost Total:			**$5,200.00**	5	5	15	0	0	5,200	0	0	0	0	0	0	0	0	0
							0	0	0	0	0	0	0	0	0	0	0	0
Lot	**Stage Lighting Accessories (not counted):**						0	0	0	0	0	0	0	0	0	0	0	0
	Barndoors, Pattern Holders, Spare Color Frames, Misc. Lighting Effects						0	0	0	0	0	0	0	0	0	0	0	0
Replacement Cost Total:			**$10,600.00**	10	10	20	0	0	0	0	0	0	0	0	0	0	0	0
Total Cash Cost Allocated by Year through lease			**$483,400.00**				0	0	5,200	0	0	0	0	0	105,000	0	0	0

Note Replacement costs are for equipment only and do not include installation

* Replacement cost based on current top-of-the-line technology from Colortran, Strand, or ETC

(1) Estimated Installation for New Dimming System: $10,000.00

(2) Estimated Installation for New Control System: $5,000.00

SEATTLE REP DIMMING CONTROL INVENTORY

PNTAEST5.XLW
4/21/96

	ADJ LIFE	LIFE New	18 19	19 20	20 21	21 22	22 23	23 24	24 25	25 26	26 27	27 28	28 29	29 30
10	10	23	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
10	10	20	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
		8	0	0	0	0	0	0	0	0	0	0	0	0
3	6	10	0	0	0	0	0	0	0	0	105,000	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
10	10	20	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
5	5	15	0	0	5,200	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0
10	10	20	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	5,200	0	0	0	0	0	105,000	0	0	0

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SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

QTY	Item	DESCRIPTION Dimensions	Fabric	Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	Cash flow of replacement 1 Lease yr 2	2 3	3 4	4 5	5 6	6 7
Front Setting:															
1	Main Curtain	1 pair @ 64'W x 32'H	25oz. Velour	Custom	100%		2	2	15						
1	Main Valance	72'W x 12'H	25oz. Velour	Custom	100%		2	2	15						
Front Setting Total:						$11,385.00	2	2	15	0	11,385	0	0	0	0
Velour Borders & Legs:															
2	Borders	72'W x 12'H	25oz. Velour	Black	Flat		1-5	1-5	15						
1	Border	70'W x 14'H	25oz. Velour	Black	Flat		1-5	1-5	15						
6	Borders***	60'W x 12'H	25oz. Velour	Black	Flat		1-5	1-5	15						
8	Legs***	12'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15						
8	Legs	9'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15						
4	Legs	4'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15						
Velour Borders & Legs Total:						$24,184.00	5	5	15	0	0	0	0	24,184	0
Velour Travelers:															
1	Traveler *	1 pair @ 48'W x 26'H	25oz. Velour	Red	100%	$4,891.00	15	15	15	0	0	0	0	0	0
1	Traveler	1 pair @ 62'W x 32'H	25oz. Velour	Black	Flat	$3,731.00	5	5	15	0	0	0	0	3,731	0
2	Travelers	2 pair @ 48'W x 32'H	25oz. Velour	Black	Flat	$5,683.00	5	5	15	0	0	0	0	5,683	0
Velour Travelers Total:						$14,305.00									
						$14,305.00									
Misc. Non-Velour Curtains:															
1	Border	50'W x 15'H	Duvetyne	Black	Flat	$873.00	5	5	10	0	0	0	0	873	0
1	Cyclorama	100'W x 30'H	Leno Cloth	White	Flat	$6,190.00	7	7	10	0	0	0	0	0	0
1	Cyclorama	72'W x 26'H	Leno Cloth	Grey	Flat	$4,799.00	10	10	15	0	0	0	0	0	0
1	Cyclorama *	30'W x 20'W	Bobbinet	Ecru	Flat	$1,606.00	5	5	10	0	0	0	0	1,606	0
1	Scrim	72'W x 30'H	Sharkstooth	Grey	Flat	$3,639.00	0	1	10	3,639	0	0	0	0	0
1	Fire Curtain **	50'W x 32'H	Fiberglass **	Natural	Flat	$22,000.00	20	20	40	0	0	0	0	0	0
1	Star Drop	64'W x 30'H	Super Commando	Black	Flat	$13,100.00	15	15	20	0	0	0	0	0	0
Misc. Non-Velour Curtains Total:						$52,207.00				0	0	0	0	0	0
						$52,207.00				0	0	0	0	0	0
Heatstop Borders:										0	0	0	0	0	0
6	Heatstop Borders	20'W x 2'6"H	Heatstop	Black	Flat		10	10	25	0	0	0	0	0	0
12	Heatstop Borders	10'1"W x 2'6"H	Heatstop	Black	Flat		10	10	25	0	0	0	0	0	0
Heatstop Borders Total:						$2,463.00	10	10	25	0	0	0	0	0	0
										0	0	0	0	0	0
										0	0	0	0	0	0
Lot		**Soft Goods Total**				$104,544.00				0	0	0	0	0	0
										0	0	0	0	0	0
Track:										0	0	0	0	0	0
9	ADC #2800 track *	20'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0
2	ADC #2800 track *	17'9"	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0
2	ADC #1400 track *	20'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0
1	ADC #1400 track *	12'6"	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0
1	Kirsch #9050 track *	13'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0
Track Total:						$2,229.00	10	10	20	0	0	0	0	0	0
Total Cash Cost Allocated by Year through lease						$181,171.00				3,639	11,385	0	0	36,077	0

Note: Replacement costs are for equipment only, and do not include installation

* These items were purchased for show-specific needs, and may or may not be used again.

** Existing curtain is asbestos. Replace with fiberglass if needed.

*** Recommend replacing one set (2 Legs and 1 Border) per year for four years. Cost per set $3370.00

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

PRTAESTS.XLW
4/21/96

Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	Cash flow of replacement 1 Lease yr 2	2 3	3 4	4 5	5 6	6 7	7 8	8 9	9 10
Custom	100%		2	2	15									
Custom	100%		2	2	15									
		$11,335.00	2	2	15	0	11,385	0	0	0	0	0	0	0
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
		$24,184.00	5	5	15	0	0	0	0	24,184	0	0	0	0
Red	100%	$4,891.00	15	15	15	0	0	0	0	0	0	0	0	0
Black	Flat	$3,731.00	5	5	15	0	0	0	0	[illegible]	0	0	0	0
Black	Flat	$5,683.00	5	5	15	0	0	0	0	5,683	0	0	0	0
		$14,305.00												
		$14,305.00												
Black	Flat	$873.00	5	5	10	0	0	0	0	873	0	0	0	0
White	Flat	$6,190.00	7	7	10	0	0	0	0	0	0	6,190	0	0
Grey	Flat	$4,799.00	10	10	15	0	0	0	0	0	0	0	0	0
Ecru	Flat	$1,606.00	5	5	10	0	0	0	0	1,606	0	0	0	0
Grey	Flat	$3,639.00	0	1	10	3,639	0	0	0	0	0	0	0	0
Natural	Flat	$22,000.00	20	20	40	0	0	0	0	0	0	0	0	0
Black	Flat	$13,100.00	15	15	20	0	0	0	0	0	0	0	0	0
		$52,207.00				0	0	0	0	0	0	0	0	0
		$52,207.00				0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
Black	Flat		10	10	25	0	0	0	0	0	0	0	0	0
Black	Flat		10	10	25	0	0	0	0	0	0	0	0	0
		$2,463.00	10	10	25	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
		$104,544.00				0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
		$2,229.00	10	10	20	0	0	0	0	0	0	0	0	0
		$181,171.00				3,639	11,385	0	0	36,077	0	6,190	0	0

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SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

QTY	Item	DESCRIPTION Dimensions	Fabric	Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE Now	10 11	11 12	12 13	13 14	14 15	15 16
Front Setting:															
1	Main Curtain	1 pair @ 64W x 32'H	25oz. Velour	Custom	100%		2	2	15						
1	Main Valance	72W x 12'H	25oz. Velour	Custom	100%		2	2	15						
Front Setting Total:						$11,385.00	2	2	15	0	0	0	0	0	0
Velour Borders & Legs:															
2	Borders	72'W x 12'H	25oz. Velour	Black	Flat		1-5	1-5	15						
1	Border	70'W x 14'H	25oz. Velour	Black	Flat		1-5	1-5	15						
6	Borders***	60'W x 12'H	25oz. Velour	Black	Flat		1-5	1-5	15						
8	Legs***	12'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15						
8	Legs	9'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15						
4	Legs	4'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15						
Velour Borders & Legs Total:						$24,184.00	5	5	15	0	0	0	0	0	0
Velour Travelers:															
1	Traveler *	1 pair @ 48W x 26'H	25oz. Velour	Red	100%	$4,891.00	15	15	15	0	0	0	0	0	4,891
1	Traveler	1 pair @ 62'W x 32'H	25oz. Velour	Black	Flat	$3,731.00	5	5	15	0	0	0	0	0	0
2	Travelers	2 pair @ 48'W x 32'H	25oz. Velour	Black	Flat	$5,683.00	5	5	15	0	0	0	0	0	0
Velour Travelers Total:						$14,305.00									
						$14,305.00									
Misc. Non-Velour Curtains:															
1	Border	50'W x 15'H	Duvetyne	Black	Flat	$873.00	5	5	10	0	0	0	0	0	873
1	Cyclorama	100'W x 30'H	Leno Cloth	White	Flat	$6,190.00	7	7	10	0	0	0	0	0	0
1	Cyclorama	72'W x 28'H	Leno Cloth	Grey	Flat	$4,799.00	10	10	15	4,799	0	0	0	0	0
1	Cyclorama *	30'W x 20'W	Bobbinet	Ecru	Flat	$1,606.00	5	5	10	0	0	0	0	0	1,606
1	Scrim	72'W x 30'H	Sharkstooth	Grey	Flat	$3,639.00	0	1	10	0	3,639	0	0	0	0
1	Fire Curtain **	50'W x 32'H	Fiberglass **	Natural	Flat	$22,000.00	20	20	40	0	0	0	0	0	0
1	Star Drop	64'W x 30'H	Super Commando	Black	Flat	$13,100.00	15	15	20	0	0	0	0	0	13,100
Misc. Non-Velour Curtains Total:						$52,207.00				0	0	0	0	0	0
						$52,207.00				0	0	0	0	0	0
Heatstop Borders:										0	0	0	0	0	0
6	Heatstop Borders	20'W x 2'6"H	Heatstop	Black	Flat		10	10	25	0	0	0	0	0	0
12	Heatstop Borders	10'1"W x 2'6"H	Heatstop	Black	Flat		10	10	25	0	0	0	0	0	0
Heatstop Borders Total:						$2,463.00	10	10	25	2,463	0	0	0	0	0
										0	0	0	0	0	0
										0	0	0	0	0	0
Lot		**Soft Goods Total**				$104,544.00				0	0	0	0	0	0
										0	0	0	0	0	0
Track:										0	0	0	0	0	0
9	ADC #2800 track *	20'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0
2	ADC #2800 track *	17'9"	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0
2	ADC #1400 track *	20'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0
1	ADC #1400 track *	12'6"	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0
1	Kirsch #9050 track *	13'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	0
Track Total:						$2,229.00	10	10	20	2,229	0	0	0	0	0
Total Cash Cost Allocated by Year through lease						$181,171.00				9,491	3,639	0	0	0	20,470

Note: Replacement costs are for equipment only, and do not include installation

* These items were purchased for show-specific needs, and may or may not be used again.

** Existing curtain is asbestos. Replace with fiberglass if needed.

*** Recommend replacing one set (2 Legs and 1 Border) per year for four years. Cost per set. $3370.00

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

PNTAES15.XLW
4/21/98

Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	10 11	11 12	12 13	13 14	14 15	15 16	16 17	17 18	18 19
Custom	100%		2	2	15									
Custom	100%		2	2	15									
		$11,385.00	2	2	15	0	0	0	0	0	0	0	11,385	0
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
		$24,184.00	5	5	15	0	0	0	0	0	0	0	0	0
Red	100%	$4,891.00	15	15	15	0	0	0	0	0	4,891	0	0	0
Black	Flat	$3,731.00	5	5	15	0	0	0	0	0	0	0	0	0
Black	Flat	$5,683.00	5	5	15	0	0	0	0	0	0	0	0	0
		$14,305.00												
		$14,305.00												
Black	Flat	$873.00	5	5	10	0	0	0	0	0	873	0	0	0
White	Flat	$6,190.00	7	7	10	0	0	0	0	0	0	0	6,190	0
Grey	Flat	$4,799.00	10	10	15	4,799	0	0	0	0	0	0	0	0
Ecru	Flat	$1,606.00	5	5	10	0	0	0	0	0	1,606	0	0	0
Grey	Flat	$3,639.00	0	1	10	0	3,639	0	0	0	0	0	0	0
Natural	Flat	$22,000.00	20	20	40	0	0	0	0	0	0	0	0	0
Black	Flat	$13,100.00	15	15	20	0	0	0	0	0	13,100	0	0	0
		$52,207.00				0	0	0	0	0	0	0	0	0
		$52,207.00				0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
Black	Flat		10	10	25	0	0	0	0	0	0	0	0	0
Black	Flat		10	10	25	0	0	0	0	0	0	0	0	0
		$2,463.00	10	10	25	2,463	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
		$104,544.00				0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
		$2,229.00	10	10	20	2,229	0	0	0	0	0	0	0	0
		$181,171.00				9,491	3,639	0	0	0	20,470	0	17,575	0

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

QTY	Item	DESCRIPTION Dimensions	Fabric	Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	19 20	20 21	21 22	22 23	23 24	24 25
Front Setting:															
1	Main Curtain	1 pair @ 64'W x 32'H	25oz. Velour	Custom	100%		2	2	15						
1	Main Valance	72'W x 12'H	25oz. Velour	Custom	100%		2	2	15						
Front Setting Total:						$11,385.00	2	2	15	0	0	0	0	0	
Velour Borders & Legs:															
2	Borders	72'W x 12'H	25oz. Velour	Black	Flat		1-5	1-5	15						
1	Border	70'W x 14'H	25oz. Velour	Black	Flat		1-5	1-5	15						
6	Borders***	60'W x 12'H	25oz. Velour	Black	Flat		1-5	1-5	15						
8	Legs***	12'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15						
8	Legs	9'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15						
4	Legs	4'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15						
Velour Borders & Legs Total:						$24,184.00	5	5	15	0	24,184	0	0	0	
Velour Travelers:															
1	Traveler *	1 pair @ 48'W x 26'H	25oz. Velour	Red	100%	$4,891.00	15	15	15	0	0	0	0	0	
1	Traveler	1 pair @ 62'W x 32'H	25oz. Velour	Black	Flat	$3,731.00	5	5	15	0	3,731	0	0	0	
2	Travelers	2 pair @ 48'W x 32'H	25oz. Velour	Black	Flat	$5,683.00	5	5	15	0	5,683	0	0	0	
Velour Travelers Total:						$14,305.00									
						$14,305.00									
Misc. Non-Velour Curtains:															
1	Border	50'W x 15'H	Duvetyne	Black	Flat	$873.00	5	5	10	0	0	0	0	0	
1	Cyclorama	100'W x 30'H	Leno Cloth	White	Flat	$6,190.00	7	7	10	0	0	0	0	0	
1	Cyclorama	72'W x 28'H	Leno Cloth	Grey	Flat	$4,759.00	10	10	15	0	0	0	0	0	
1	Cyclorama *	30'W x 20'W	Bobbinet	Ecru	Flat	$1,606.00	5	5	10	0	0	0	0	0	
1	Scrim	72'W x 30'H	Sharkstooth	Grey	Flat	$3,639.00	0	1	10	0	0	3,639	0	0	
1	Fire Curtain **	50'W x 32'H	Fiberglass **	Natural	Flat	$22,000.00	20	20	40	0	22,000	0	0	0	
1	Star Drop	64'W x 30'H	Super Commando	Black	Flat	$13,100.00	15	15	20	0	0	0	0	0	
Misc. Non-Velour Curtains Total:						$52,207.00				0	0	0	0	0	
						$52,207.00				0	0	0	0	0	
Heatstop Borders:										0	0	0	0	0	
6	Heatstop Borders	20'W x 2'6"H	Heatstop	Black	Flat		10	10	25	0	0	0	0	0	
12	Heatstop Borders	10'1"W x 2'6"H	Heatstop	Black	Flat		10	10	25	0	0	0	0	0	
Heatstop Borders Total:						$2,463.00	10	10	25	0	0	0	0	0	
										0	0	0	0	0	
										0	0	0	0	0	
Lot		Soft Goods Total				$104,544.00				0	0	0	0	0	
										0	0	0	0	0	
Track:										0	0	0	0	0	
9	ADC #2800 track *	20'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	
2	ADC #2800 track *	17'9"	N/A	N/A	N/A		10	10	20	0	0	0	0	0	
2	ADC #1400 track *	20'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	
1	ADC #1400 track *	12'6"	N/A	N/A	N/A		10	10	20	0	0	0	0	0	
1	Kirsch #9050 track *	13'	N/A	N/A	N/A		10	10	20	0	0	0	0	0	
Track Total:						$2,225.00	10	10	20	0	0	0	0	0	
Total Cash Cost Allocated by Year through lease						3181,171.00				0	55,598	3,639	0	0	

Note: Replacement costs are for equipment only, and do not include installation

* These items were purchased for show-specific needs, and may or may not be used again.

** Existing curtain is asbestos. Replace with fiberglass if needed.

*** Recommend replacing one set (2 Legs and 1 Border) per year for four years. Cost per set $3370.00

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

PNTACS16.XLW
4/21/98

Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	19 20	20 21	21 22	22 23	23 24	24 25	25 26	26 27	27 28
Custom	100%		2	2	15									
Custom	100%		2	2	15									
		$11,385.00	2	2	15	0	0	0	0	0	0	0	0	0
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
Black	Flat		1-5	1-5	15									
		$24,184.00	5	5	15	0	24,184	0	0	0	0	0	0	0
Red	100%	$4,891.00	15	15	15	0	0	0	0	0	0	0	0	0
Black	Flat	$3,731.00	5	5	15	0	3,731	0	0	0	0	0	0	0
Black	Flat	$5,683.00	5	5	15	0	5,683	0	0	0	0	0	0	0
		$14,305.00												
		$14,305.00												
Black	Flat	$873.00	5	5	10	0	0	0	0	0	0	873	0	0
White	Flat	$6,190.00	7	7	10	0	0	0	0	0	0	0	0	6,190
Grey	Flat	$4,799.00	10	10	15	0	0	0	0	0	0	4,799	0	0
Ecru	Flat	$1,606.00	5	5	10	0	0	0	0	0	0	1,606	0	0
Grey	Flat	$3,639.00	0	1	10	0	0	3,639	0	0	0	0	0	0
Natural	Flat	$22,000.00	20	20	40	0	22,000	0	0	0	0	0	0	0
Black	Flat	$13,100.00	15	15	20	0	0	0	0	0	0	0	0	0
		$52,207.00				0	0	0	0	0	0	0	0	0
		$52,207.00				0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
Black	Flat		10	10	25	0	0	0	0	0	0	0	0	0
Black	Flat		10	10	25	0	0	0	0	0	0	0	0	0
		$2,463.00	10	10	25	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
		$104,544.00				0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
N/A	N/A		10	10	20	0	0	0	0	0	0	0	0	0
		$2,229.00	10	10	20	0	0	0	0	0	0	0	0	0
		$181,171.00				0	55,598	3,639	0	0	0	7,278	0	6,190

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

QTY	Item	DESCRIPTION Dimensions	Fabric	Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	28 29	29 30
Front Setting:											
1	Main Curtain	1 pair @ 64'W x 32'H	25oz. Velour	Custom	100%		2	2	15		
1	Main Valance	72'W x 12'H	25oz. Velour	Custom	100%		2	2	15		
Front Setting Total:						$11,385.00	2	2	15	0	0
Velour Borders & Legs:											
2	Borders	72'W x 12'H	25oz. Velour	Black	Flat		1-5	1-5	15		
1	Border	70'W x 14'H	25oz. Velour	Black	Flat		1-5	1-5	15		
6	Borders***	60'W x 12'H	25oz. Velour	Black	Flat		1-5	1-5	15		
8	Legs***	12'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15		
8	Legs	9'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15		
4	Legs	4'W x 32'H	25oz. Velour	Black	Flat		1-5	1-5	15		
Velour Borders & Legs Total:						$24,184.00	5	5	15	0	0
Velour Travelers:											
1	Traveler *	1 pair @ 48'W x 26'H	25oz. Velour	Red	100%	$4,891.00	15	15	15	0	0
1	Traveler	1 pair @ 62'W x 32'H	25oz. Velour	Black	Flat	$3,731.00	5	5	15	0	0
2	Travelers	2 pair @ 48'W x 32'H	25oz. Velour	Black	Flat	$5,683.00	5	5	15	0	0
Velour Travelers Total:						$14,305.00					
						$14,305.00					
Misc. Non-Velour Curtains:											
1	Border	50'W x 15'H	Duvetyne	Black	Flat	$873.00	5	5	10	0	0
1	Cyclorama	100'W x 30'H	Leno Cloth	White	Flat	$6,190.00	7	7	10	0	0
1	Cyclorama	72'W x 28'H	Leno Cloth	Grey	Flat	$4,799.00	10	10	15	0	0
1	Cyclorama *	30'W x 20'W	Bobbinet	Ecru	Flat	$1,606.00	5	5	10	0	0
1	Scrim	72'W x 30'H	Sharkstooth	Grey	Flat	$3,639.00	0	1	10	0	0
1	Fire Curtain **	50'W x 32'H	Fiberglass **	Natural	Flat	$22,000.00	20	20	40	0	0
1	Star Drop	64'W x 30'H	Super Commando	Black	Flat	$13,100.00	15	15	20	0	0
Misc. Non-Velour Curtains Total:						$52,207.00				0	0
						$52,207.00				0	0
Heatstop Borders:										0	0
6	Heatstop Borders	20'W x 2'6"H	Heatstop	Black	Flat		10	10	25	0	0
12	Heatstop Borders	10'1"W x 2'6"H	Heatstop	Black	Flat		10	10	25	0	0
Heatstop Borders Total:						$2,463.00	10	10	25	0	0
										0	0
Lot		Soft Goods Total				$104,544.00				0	0
										0	0
Track:										0	0
9	ADC #2600 track *	20'	N/A	N/A	N/A		10	10	20	0	0
2	ADC #2600 track *	17'9"	N/A	N/A	N/A		10	10	20	0	0
2	ADC #1400 track *	20'	N/A	N/A	N/A		10	10	20	0	0
1	ADC #1400 track *	12'6"	N/A	N/A	N/A		10	10	20	0	0
1	Kirsch #9050 track *	13'	N/A	N/A	N/A		10	10	20	0	0
Track Total:						$2,229.00	10	10	20	0	0
Total Cash Cost Allocated by Year through lease						$181,171.00				0	0

Note: Replacement costs are for equipment only, and do not include installation.

* These items were purchased for show-specific needs, and may or may not be used again.

** Existing curtain is asbestos. Replace with fiberglass if needed.

*** Recommend replacing one set (2 Legs and 1 Border) per year for four years. Cost per set $3370.00

SEATTLE REP DRAPES AND RELATED TRACK INVENTORY

Color	Fullness	REPLACEMENT COST	LIFE Rem.	ADJ LIFE	LIFE New	28 29	29 30
Custom	100%		2	2	15		
Custom	100%		2	2	15		
		$11,385.00	2	2	15	0	0
Black	Flat		1-5	1-5	15		
Black	Flat		1-5	1-5	15		
Black	Flat		1-5	1-5	15		
Black	Flat		1-5	1-5	15		
Black	Flat		1-5	1-5	15		
Black	Flat		1-5	1-5	15		
		$24,164.00	5	5	15	0	0
Red	100%	$4,891.00	15	15	15	0	0
Black	Flat	$3,731.00	5	5	15	0	0
Black	Flat	$5,683.00	5	5	15	0	0
		$14,305.00					
		$14,305.00					
Black	Flat	$873.00	5	5	10	0	0
White	Flat	$6,190.00	7	7	10	0	0
Grey	Flat	$4,799.00	10	10	15	0	0
Ecru	Flat	$1,606.00	5	5	10	0	0
Grey	Flat	$3,639.00	0	1	10	0	0
Natural	Flat	$22,000.00	20	20	40	0	0
Black	Flat	$13,107.00	15	15	20	0	0
		$52,207.00				0	0
		$52,207.00				0	0
						0	0
Black	Flat		10	10	25	0	0
Black	Flat		10	10	25	0	0
		$2,463.00	10	10	25	0	0
						0	0
						0	0
		$104,544.00				0	0
						0	0
						0	0
N/A	N/A		10	10	20	0	0
N/A	N/A		10	10	20	0	0
N/A	N/A		10	10	20	0	0
N/A	N/A		10	10	20	0	0
N/A	N/A		10	10	20	0	0
		$2,229.00	10	10	20	0	0
		$181,171.00				0	0

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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SEATTLE REP STAGE FIXTURES INVENTORY

QTY	Brand	DESCRIPTION Item	Model#	Watts	REPLACEMENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	Cash flow replacement 1	2	3	4	5
										Lease yr 2	3	4	5	6
Ellipsoidals:														
16	Altman	3.5 x 10	3.5 x 10	500	Altman 3.5Q, 3.5 x 10	$195.00	$3,120.00	5	15					3,120
10	Strand Century	4.5 x 6	2204	750	50*, Colortran, Strand, or ETC	$300.00	$3,000.00	10	21					
32	Strand Century	6 x 9	2209	750	40*, Colortran, Strand, or ETC	$300.00	$9,600.00	10	21					
21	Altman	6 x 9	360Q6x9	750	same	$235.00	$4,935.00	5	15					4,935
63	Strand Century	6 x 12	2212	750	30*, Colortran, Strand, or ETC	$300.00	$18,900.00	12	20					
48	Altman	6 x 12	360Q6x12	750	same	$235.00	$10,340.00	5	15					10,340
53	Strand Century	6 x 16	2112	1000	20*, Colortran, Strand, or ETC	$300.00	$15,900.00	12	20					
27	Altman	6 x 16	360Q6x16	1000	same	$235.00	$6,345.00	5	15					6,345
54	Strand Century	6 x 22	2212	1000	10* or 12 *, Colortran, Strand, or ETC	$450.00	$24,300.00	11	20					
8	Strand Century	8 x 9	1570	1000	none		$0.00	0	---					
4	Strand Century	10 x 23 (5*)	2123	1000	Colortran 650-085 or Strand 2123	$560.00	$2,240.00	2	20		2,240			
1	Altman	5* (10 x 24)	1KL10-5	1000	same	$530.00	$530.00	15	20					
Fresnels:														
15	Altman	3" Fresnel (Inky)	150	150	same	$87.00	$1,305.00	10	15					
7	LTM	3" Fresnel	Pepper100	150	same	$200.00	$1,400.00	10	15					
20	Strand Century	6" Fresnel	3380	1000	6" Fresnel, Colortran or Strand	$290.00	$5,800.00	15	20					
40	Strand Century	8" Fresnel	3480	2000	8" Fresnel, Colortran or Strand	$445.00	$17,800.00	15	20					
Cyclights:														
21	Strand Century	lamino, 3 cir	3468	1000 x 3	3 Light Far Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20					
21	Strand Century	lamino, 1 cir	3472	1000	1 Light Far Cyc, Colortran or Strand	$380.00	$7,980.00	11	20					
10	Altman	Striplight	R40, 6'	300w x 12	same	$480.00	$4,800.00	10	21					
Other:														
16	Strand Century	10" Beam Proj	4122	1000	Altman 660 10" Beam Projector	$175.00	$2,800.00	3	25			2,800		
65	Strand Century	PAR 64	4757	1000	same	$104.00	$6,760.00	15	20					
38	Altman	PAR 64	PAR64	1000	same	$95.00	$3,610.00	15	20					
Followspots:														
2	Strong	Followspot	CarbonArc SuperTrouper		Strong Xenon Super Trouper	$11,000.00	$22,000.00	2	15		22,000			
1	Strong	Followspot, parted out	Super Trouper		no need to replace		$0.00	0	15					
					Total Cash Cost Allocated by Year through lease		**$249,055.00**			**0**	**24,240**	**2,800**	**0**	**24,740**

Note: Replacement cost includes lamp, color frame, stage pin connector, and pattern holder.

Note: Ellipsoidal Rem. Life does not take into account changing to new technology available, such as the Source 4.

Note: Replacement costs are for equipment only, and do not include installation.

SEATTLE REP STAGE FIXTURES INVENTORY

PNTAEST5.XLW
4/21/96

ENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	Cash flow replacement 1 Lease yr 2	2 3	3 4	4 5	5 6	6 7	7 8	8 9	9 10
3.5 x 10	$195.00	$3,120.00	5	15					3,120				
n, Strand, or ETC	$300.00	$3,000.00	10	21									
n, Strand, or ETC	$300.00	$9,600.00	10	21									
	$235.00	$4,935.00	5	15					4,935				
n, Strand, or ETC	$300.00	$18,900.00	12	20									
	$235.00	$10,340.00	5	15					10,340				
n, Strand, or ETC	$300.00	$15,900.00	12	20									
	$235.00	$6,345.00	5	15					6,345				
Colortran, Strand, or ETC	$450.00	$24,300.00	11	20									
		$0.00	0	---									
50-085 or Strand 2123	$560.00	$2,240.00	2	20		2,240							
	$530.00	$530.00	15	20									
	$87.00	$1,305.00	10	15									
	$200.00	$1,400.00	10	15									
Colortran or Strand	$290.00	$5,800.00	15	20									
Colortran or Strand	$445.00	$17,800.00	15	20									
Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20									
Cyc, Colortran or Strand	$380.00	$7,980.00	11	20									
	$480.00	$4,800.00	10	21									
10" Beam Projector	$175.00	$2,800.00	3	25			2,800						
	$104.00	$6,760.00	15	20									
	$95.00	$3,610.00	15	20									
on Super Trouper	$11,000.00	$22,000.00	2	15		22,000							
replace		$0.00	0	15									
y Year through lease		$249,055.00			0	24,240	2,800	0	24,740	0	0	0	0

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

SEATTLE REP STAGE FIXTURES INVENTORY

QTY	Brand	DESCRIPTION Item	Model#	Watts	REPLACEMENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	10 11	11 12	12 13	13 14	14 15
Ellipsoidals:														
16	Altman	3.5 x 10	3.5 x 10	500	Altman 3.5Q, 3.5 x 10	$195.00	$3,120.00	5	15					
10	Strand Century	4.5 x 6	2204	750	50°, Colortran, Strand, or ETC	$300.00	$3,000.00	10	21	3,000				
32	Strand Century	6 x 9	2209	750	40°, Colortran, Strand, or ETC	$300.00	$9,600.00	10	21	9,600				
21	Altman	6 x 9	360Q6x9	750	same	$235.00	$4,935.00	5	15					
63	Strand Century	6 x 12	2212	750	30°, Colortran, Strand, or ETC	$300.00	$18,900.00	12	20			18,900		
44	Altman	6 x 12	360Q6x12	750	same	$235.00	$10,340.00	5	15					
53	Strand Century	6 x 16	2112	1000	20°, Colortran, Strand, or ETC	$300.00	$15,900.00	12	20			15,900		
27	Altman	6 x 16	360Q6x16	1000	same	$235.00	$6,345.00	5	15					
54	Strand Century	6 x 22	2212	1000	10° or 12°, Colortran, Strand, or ETC	$450.00	$24,300.00	11	20		24,300			
8	Strand Century	8 x 9	1570	1000	none		$0.00	0	---					
4	Strand Century	10 x 23 (5°)	2123	1000	Colortran 650-085 or Strand 2123	$560.00	$2,240.00	2	20					
1	Altman	5° (10 x 24)	1KL10-5	1000	same	$530.00	$530.00	15	20					
Fresnels:														
15	Altman	3" Fresnel (Inky)	100	150	same	$87.00	$1,305.00	10	15	1,305				
7	LTM	3" Fresnel	Fepper100	150	same	$200.00	$1,400.00	10	15	1,400				
20	Strand Century	6" Fresnel	3280	1000	6" Fresnel, Colortran or Strand	$290.00	$5,800.00	15	20					
40	Strand Century	8" Fresnel	3480	2000	8" Fresnel, Colortran or Strand	$445.00	$17,800.00	15	20					
Cyclights:														
21	Strand Century	Ianiro, 3 cir	3468	1000 x 3	3 Light Far Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20		21,105			
21	Strand Century	Ianiro, 1 cir	3472	1000	1 Light Far Cyc, Colortran or Strand	$380.00	$7,980.00	11	20			7,980		
10	Altman	Striplight	R40, 6'	300w x 12	same	$480.00	$4,800.00	10	21	4,800				
Other:														
16	Strand Century	10" Beam Proj	4122	1000	Altman 660 10" Beam Projector	$175.00	$2,800.00	3	25					
65	Strand Century	PAR 64	4757	1000	same	$104.00	$6,760.00	15	20					
38	Altman	PAR 64	PAR64	1000	same	$95.00	$3,610.00	15	20					
Followspots:														
2	Strong	Followspot	CarbonArc SuperTrouper		Strong Xenon Super Trouper	$11,000.00	$22,000.00	2	15					
1	Strong	Followspot, paired out	Super Trouper		no need to replace		$0.00	0	15					
					Total Cash Cost Allocated by Year through lease		$249,055.00			20,105	45,405	42,780	0	0

Note: Replacement cost includes lamp, color frame, stage pin connector, and pattern holder.

Note: Ellipsoidal Rem. Life does not take into account changing to new technology available, such as the Source 4

Note: Replacement costs are for equipment only, and do not include installation.

SEATTLE REP STAGE FIXTURES INVENTORY

PNTAEST5.XLW
4/21/96

MENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	10 11	11 12	12 13	13 14	14 15	15 16	16 17	17 18	18 19
Q, 3.5 x 10	$195.00	$3,120.00	5	15									
ran, Strand, or ETC	$300.00	$3,000.00	10	21	3,000								
ran, Strand, or ETC	$300.00	$9,600.00	10	21	9,600								
	$235.00	$4,935.00	5	15									
ran, Strand, or ETC	$300.00	$18,900.00	12	20			18,900						
	$235.00	$10,340.00	5	15									
ran, Strand, or ETC	$300.00	$15,900.00	12	20			15,900						
	$235.00	$6,345.00	5	15									
, Colortran, Strand, or ETC	$450.00	$24,300.00	11	20		24,300							
		$0.00	0	--									
550-085 or Strand 2123	$560.00	$2,240.00	2	20									
	$530.00	$530.00	15	20						530			
	$87.00	$1,305.00	10	15	1,305								
	$200.00	$1,400.00	10	15	1,400								
, Colortran or Strand	$290.00	$5,800.00	15	20						5,800			
, Colortran or Strand	$445.00	$17,800.00	15	20						17,800			
r Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20		21,105							
r Cyc, Colortran or Strand	$380.00	$7,980.00	11	20			7,980						
	$480.00	$4,800.00	10	21	4,800								
0 10" Beam Projector	$175.00	$2,800.00	3	25									
	$104.00	$6,760.00	15	20						6,760			
	$95.00	$3,610.00	15	20						3,610			
non Super Trouper	$11,000.00	$22,000.00	2	15								22,000	
o replace		$0.00	0	15									
by Year through lease		**$249,055.00**			**20,105**	**45,405**	**42,780**	**0**	**0**	**34,500**	**0**	**22,000**	**0**

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SEATTLE REP STAGE FIXTURES INVENTORY

QTY	Brand	DESCRIPTION Item	Model#	Watts	REPLACEMENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	19	20	21	22	23	24
										20	21	22	23	24	25
Ellipsoidals:															
16	Altman	3.5 x 10	3.5 x 10	500	Altman 3.5Q, 3.5 x 10	$195.00	$3,120.00	5	15		3,120				
10	Strand Century	4.5 x 6	2204	750	50°, Colortran, Strand, or ETC	$300.00	$3,000.00	10	21						
32	Strand Century	6 x 9	2209	750	40°, Colortran, Strand, or ETC	$300.00	$9,600.00	10	21						
21	Altman	6 x 9	360Q6x9	750	same	$235.00	$4,935.00	5	15		4,935				
63	Strand Century	6 x 12	2212	750	30°, Colortran, Strand, or ETC	$300.00	$18,900.00	12	20						
44	Altman	6 x 12	360Q6x12	750	same	$235.00	$10,340.00	5	15		10,340				
53	Strand Century	6 x 16	2112	1000	20°, Colortran, Strand, or ETC	$300.00	$15,900.00	12	20						
27	Altman	6 x 16	360Q6x16	1000	same	$235.00	$6,345.00	5	15		6,345				
54	Strand Century	6 x 22	2212	1000	10° or 12 °, Colortran, Strand, or ETC	$450.00	$24,300.00	11	20						
8	Strand Century	8 x 9	1570	1000	none		$0.00	0	---						
4	Strand Century	10 x 23 (5°)	2123	1000	Colortran 650-065 or Strand 2123	$560.00	$2,240.00	2	20				2,240		
1	Altman	5° (10 x 24)	1KL10-5	1000	same	$530.00	$530.00	15	20						
Fresnels:															
15	Altman	3" Fresnel (Inky)	100	150	same	$87.00	$1,305.00	10	15						
7	LTM	3" Fresnel	Pepper100	150	same	$200.00	$1,400.00	10	15						
20	Strand Century	6" Fresnel	3360	1000	6" Fresnel, Colortran or Strand	$290.00	$5,800.00	15	20						
40	Strand Century	8" Fresnel	3480	2000	8" Fresnel, Colortran or Strand	$445.00	$17,800.00	15	20						
Cyclights:															
21	Strand Century	Ianiro, 3 cir	3468	1000 x 3	3 Light Far Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20						
21	Strand Century	Ianiro, 1 cir	3472	1000	1 Light Far Cyc, Colortran or Strand	$380.00	$7,980.00	11	20						
10	Altman	Stiplight	R40, 5'	300w x 12	same	$480.00	$4,800.00	10	21						
Other:															
16	Strand Century	10" Beam Proj	4122	1000	Altman 650 10" Beam Projector	$175.00	$2,800.00	3	25						
65	Strand Century	PAR 64	4757	1000	same	$104.00	$6,760.00	15	20						
38	Altman	PAR 64	PAR64	1000	same	$95.00	$3,610.00	15	20						
Followspots:															
2	Strong	Followspot	CarbonArc SuperTrouper		Strong Xenon Super Trouper	$11,000.00	$22,000.00	2	15						
1	Strong	Followspot, parted out	Super Trouper		no need to replace		$0.00	0	15						
					Total Cash Cost Allocated by Year through lease		**$249,055.00**			**0**	**24,740**	**0**	**2,240**	**0**	

Note: Replacement cost includes lamp, color frame, stage pin connector, and pattern holder.

Note: Ellipsoidal Rem. Life does not take into account changing to new technology available, such as the Source 4.

Note: Replacement costs are for equipment only, and do not include installation.

SEATTLE REP STAGE FIXTURES INVENTORY

PNTAEST5.XLW
4/21/96

MENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	19 20	20 21	21 22	22 23	23 24	24 25	25 26	26 27	27 28
D, 3.5 x 10	$195.00	$3,120.00	5	15		3,120							
ran, Strand, or ETC	$300.00	$3,000.00	10	21									
ran, Strand, or ETC	$300.00	$9,600.00	10	21									
	$235.00	$4,935.00	5	15		4,935							
ran, Strand, or ETC	$300.00	$18,900.00	12	20									
	$235.00	$10,340.00	5	15		10,340							
ran, Strand, or ETC	$300.00	$15,900.00	12	20									
	$235.00	$6,345.00	5	15		6,345							
, Colortran, Strand, or ETC	$450.00	$24,300.00	11	20									
		$0.00	0	---									
550-085 or Strand 2123	$560.00	$2,240.00	2	20				2,240					
	$530.00	$530.00	15	20									
	$87.00	$1,305.00	10	15							1,305		
	$200.00	$1,400.00	10	15							1,400		
, Colortran or Strand	[illegible] 0.00	$5,800.00	15	20									
, Colortran or Strand	$445.00	$17,800.00	15	20									
r Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20									
r Cyc, Colortran or Strand	$380.00	$7,980.00	11	20									
	$480.00	$4,800.00	10	21									
50 10" Beam Projector	$175.00	$2,800.00	3	25									
	$104.00	$6,760.00	15	20									
	$95.00	$3,610.00	15	20									
enon Super Trouper	$11,000.00	$22,000.00	2	15									
o replace		$0.00	0	15									
by Year through lease		$249,055.00			0	24,740	0	2,240	0	0	2,705	0	0

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SEATTLE REP STAGE FIXTURES INVENTORY

QTY	Brand	DESCRIPTION Item	Model#	Watts	REPLACEMENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	28 29	29 30
Ellipsoidals:											
16	Altman	3.5 x 10	3.5 x 10	500	Altman 3.5Q, 3.5 x 10	$195.00	$3,120.00	5	15		
10	Strand Century	4.5 x 6	2204	750	50°, Colortran, Strand, or ETC	$300.00	$3,000.00	10	21		
32	Strand Century	6 x 9	2209	750	40°, Colortran, Strand, or ETC	$300.00	$9,600.00	10	21		
21	Altman	6 x 9	360Q6x9	750	same	$235.00	$4,935.00	5	15		
63	Strand Century	6 x 12	2212	750	30°, Colortran, Strand, or ETC	$300.00	$18,900.00	12	20		
44	Altman	6 x 12	360Q6x12	750	same	$235.00	$10,340.00	5	15		
53	Strand Century	6 x 16	2112	1000	20°, Colortran, Strand, or ETC	$300.00	$15,900.00	12	20		
27	Altman	6 x 16	360Q6x16	1000	same	$235.00	$6,345.00	5	15		
54	Strand Century	6 x 22	2212	1000	10° or 12 °, Colortran, Strand, or ETC	$450.00	$24,300.00	11	20		
8	Strand Century	8 x 9	1570	1000	none		$0.00	0	---		
4	Strand Century	10 x 23 (5°)	2123	1000	Colortran 650-085 or Strand 2123	$560.00	$2,240.00	2	20		
1	Altman	5° (10 x 24)	1KL10-5	1000	same	$530.00	$530.00	15	20		
Fresnels:											
15	Altman	3" Fresnel (Inky)	100	150	same	$87.00	$1,305.00	10	15		
7	LTM	3" Fresnel	Pepper100	150	same	$200.00	$1,400.00	10	15		
20	Strand Century	6" Fresnel	3380	1000	6" Fresnel, Colortran or Strand	$290.00	$5,800.00	15	20		
40	Strand Century	8" Fresnel	3480	2000	8" Fresnel, Colortran or Strand	$445.00	$17,800.00	15	20		
Cyclights:											
21	Strand Century	Ianiro, 3 cir	3468	1000 x 3	3 Light Far Cyc, Colortran or Strand	$1,005.00	$21,105.00	11	20		
21	Strand Century	Ianiro, 1 cir	3472	1000	1 Light Far Cyc, Colortran or Strand	$380.00	$7,980.00	11	20		
10	Altman	Striplight	R40, 6'	300w x 12	same	$480.00	$4,800.00	10	21		
Other:											
16	Strand Century	10" Beam Proj	4122	1000	Altman 660 10" Beam Projector	$175.00	$2,800.00	3	25	2,800	
65	Strand Century	PAR 64	4757	1000	same	$104.00	$6,760.00	15	20		
38	Altman	PAR 64	PAR64	1000	same	$95.00	$3,610.00	15	20		
Followspots:											
2	Strong	Followspot	CarbonArc SuperTrouper		Strong Xenon Super Trouper	$11,000.00	$22,000.00	2	15		
1	Strong	Followspot, parted out	Super Trouper		no need to replace		$0.00	0	15		
				Total Cash Cost Allocated by Year through lease			**$249,055.00**			**2,800**	**0**

Note: Replacement cost includes lamp, color frame, stage pin connector, and pattern holder.

Note: Ellipsoidal Rem. Life does not take into account changing to new technology available, such as the Source 4.

Note: Replacement costs are for equipment only, and do not include installation.

SEATTLE REP STAGE FIXTURES INVENTORY

PNTAEST5.XLW
4/21/96

ENT	REPLACEMENT COST EA.	REPLACEMENT COST TOTAL	ADJ LIFE	LIFE New	28 29	29 30
3.5 x 10	$195.00	$3,120.00	5	15		
n, Strand, or ETC	$300.00	$3,000.00	10	21		
n, Strand, or ETC	$300.00	$9,600.00	10	21		
	$235.00	$4,935.00	5	15		
n, Strand, or ETC	$300.00	$18,900.00	12	20		
	$235.00	$10,340.00	5	15		
n, Strand, or ETC	$300.00	$15,900.00	12	20		
	$235.00	$5,345.00	5	15		
olortran, Strand, or ETC	$450.00	$24,300.00	11	20		
		$0.00	0	---		
-085 or Strand 2123	$560.00	$2,240.00	2	20		
	$530.00	$530.00	15	20		
	$87.00	$1,305.00	10	15		
	$200.00	$1,400.00	10	15		
olortran or Strand	$290.00	$5,800.00	15	20		
olortran or Strand	$445.00	$17,800.00	15	20		
yc, C. ortran or Strand	$1,005.00	$21,105.00	11	20		
ys, Colortran or Strand	$380.00	$7,980.00	11	20		
	$480.00	$4,800.00	10	21		
0" Beam Projector	$175.00	$2,800.00	3	25	2,800	
	$104.00	$6,760.00	15	20		
	$95.00	$3,610.00	15	20		
Super Trouper	$11,000.00	$22,000.00	2	15		
place		$0.00	0	15		
Year through lease		$249,055.00			2,800	0

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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SEATTLE REP RIGGING SYSTEMS INVENTORY

QTY	Brand	Item	DESCRIPTION Model#	Notes	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6
										Lease yr 2	3	4	5	6	
Line Sets:															
2	Secoa	Locking Rails	Clancy 11-538R6	1 - SR at stage level, 1 - short floor	$2,542.00	$5,084.00	17	17	30	0	0	0	0	0	
65	Secoa	Head Blocks	Clancy OIR81255	steel w/ 8 - 1/4" grooves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	0	0	0	0	
325	Secoa	Loft Blocks	Clancy 2NC10819	8" steel, 2 mounted on turntable mule block	$78.00	$25,350.00	7	7	21	0	0	0	0	0	
674	Secoa	Idler Blocks	Clancy Idlers	4" plastic sheaves	$13.27	$8,950.00	7	7	20	0	0	0	0	0	
65	Secoa	Arbors	Clancy 07-15x9	8' 6" long most are 6" O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	0	0	
65	Secoa	Tension Blocks	Clancy 06-1215R	12" steel grooved for 3/4"	$240.00	$15,000.00	7	7	21	0	0	0	0	0	
130	Secoa	Rope Locks	Clancy 10-533P	3 spare, 65 per rail, vinyl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	0	0	
65 sets	Secoa	Liftlines	Clancy 1/4 7x19	1/4" 7x19 galv. wire rope approximately 650' per set	$0.20	$8,450.00	1	1	10	8,450	0	0	0	0	
60	Secoa	Operating Lines	Clancy 3/4" Manila	60 are 3/4" hemp	$63.00	$3,780.00	0	1	5	3,780	0	0	0	0	
5	Secoa	Operating Lines	Clancy 3/4" Multiline II	5 are synthetic	$107.80	$539.00	8	8	10	0	0	0	0	0	
41	Secoa	Pipe Battens	Tsubota	1 1/4" sch 40 pipe with pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	0	0	
15	Secoa	Segmented Truss Battens	Universal	3 -13' sections per batten (20 purchased ???)	$528.00	$7,920.00	17	17	30	0	0	0	0	0	
5	Secoa	Electrics Battens	Tsubota	2 pipes per with electric raceway	$170.00	$850.00	17	17	30	0	0	0	0	0	
no count	Secoa	Counterweights					20	20	30	0	0	0	0	0	
1	Secoa	Fire Curtain Rigging	Secoa	Secoa price 5/3/95 with Install		$22,830.00	20	20	30	0	0	0	0	0	
										0	0	0	0	0	
Spare Rigging for Customization:															
93	Secoa	Mule Blocks	Clancy 52C20812	8" steel grooved for 1 - 1/4"	$185.00	$17,205.00	7	10	21	0	0	0	0	0	
33	Secoa	Loft Blocks	Clancy 2NC10819	8" steel	$78.00	$2,574.00	7	10	21	0	0	0	0	0	
12	Secoa	Ropeline headblocks	Clancy	8" steel grooved for 3 - 3/4"	$149.00	$1,788.00	7	10	21	0	0	0	0	0	
52	Secoa	Ropeline loft blocks	Clancy 2CC-10819	8" steel grooved for 1 - 3/4"	$74.00	$3,848.00	7	10	21	0	0	0	0	0	
2	Secoa	Spot Winches	Clancy 18-4		$1,310.00	$2,620.00	7	7	20	0	0	0	0	0	
6	Secoa	Tab Winches	Secoa - custom	Secoa price 5/3/95 with Install		$43,000.00	12	12	25	0	0	0	0	0	
1	Secoa	Bull Winch	Secoa - custom	Secoa did not price this item			15	15	20	0	0	0	0	0	
1	Secoa	Motor Control Center	Secoa - custom	Secoa price 5/3/95 with Install		$45,000.00	7	10	21	0	0	0	0	0	
										0	0	0	0	0	
Accessories (Consumables):										0	0	0	0	0	
no count		Trim clamps		none found at this time						0	0	0	0	0	
no count		Misc. Hardware								0	0	0	0	0	
no count		Misc. Pipe								0	0	0	0	0	
no count		Rope line (hemp)								0	0	0	0	0	
14		100# Sandbags	Rosco #1100		$46.00	$644.00		10	10	0	0	0	0	0	
4		50# Sandbags	Rosco #1050		$32.00	$128.00		10	10	0	0	0	0	0	
15		25# Sandbags	Rosco #1025		$24.50	$367.50		10	10	0	0	0	0	0	
										0	0	0	0	0	
				Total Cash Cost Allocated by Year through lease		316,645				12,230	0	0	0	0	

Estimated cost to replace entire rigging package, per original specs, with install, from Secoa on 5/3/95: $526,000.00 - $600,000.00

Note: Costs are for hardware only, and do not include installation unless noted.

SEAT'LE REP RIGGING SYSTEMS INVENTORY

PNTAEST5.XLW
4/21/95

	COST EA.	COST	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1 Lease yr 2	2 3	3 4	4 5	5 6	6 7	7 8	8 9
1 - short floor	$2,542.00	$5,084.00	17	17	30	0	0	0	0	0	0	0	0
ves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	0	0	0	0	0	0	0
on turntable mule block	$78.00	$25,350.00	7	7	21	0	0	0	0	0	0	0	0
	$13.27	$8,950.00	7	7	20	0	0	0	0	0	0	8,950	0
" O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	0	0	0	0	0
	$240.00	$15,000.00	7	7	21	0	0	0	0	0	0	0	0
vinyl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	0	0	0	0	0
rope approximately 650' per set	$0.20	$8,450.00	1	1	10	8,450	0	0	0	0	0	0	0
	$63.00	$3,780.00	0	1	5	3,780	0	0	0	0	3,780	0	0
	$107.80	$539.00	8	8	10	0	0	0	0	0	0	0	539
tions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	0	0	0	0	0
purchased ???)	$528.00	$7,920.00	17	17	30	0	0	0	0	0	0	0	0
tric raceway	$170.00	$850.00	17	17	30	0	0	0	0	0	0	0	0
			20	20	30	0	0	0	0	0	0	0	0
n Install		$22,830.00	20	20	30	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
1 - 1/4"	$185.00	$17,205.00	7	10	21	0	0	0	0	0	0	0	0
	$78.00	$2,574.00	7	10	21	0	0	0	0	0	0	0	0
3 - 3/4"	$149.00	$1,788.00	7	10	21	0	0	0	0	0	0	0	0
1 - 3/4"	$74.00	$3,848.00	7	10	21	0	0	0	0	0	0	0	0
	$1,310.00	$2,620.00	7	7	20	0	0	0	0	0	0	2,620	0
vith Install		$43,000.00	12	12	25	0	0	0	0	0	0	0	0
his item			15	15	20	0	0	0	0	0	0	0	0
vith Install		$45,000.00	7	10	21	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
me						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
	$46.00	$644.00		10	10	0	0	0	0	0	0	0	0
	$32.00	$128.00		10	10	0	0	0	0	0	0	0	0
	$24.50	$367.50		10	10	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
located by Year through lease		316,645				12,230	0	0	0	0	3,780	11,570	539

$525,000.00 - $600,000.00

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

SEATTLE REP RIGGING SYSTEMS INVENTORY

QTY	Brand	Item	DESCRIPTION Model#	Notes	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	9	10	11	12
										10	11	12	13
Line Sets:													
2	Secoa	Locking Rails	Clancy 11-538RC	1 - SR at stage level, 1 - short floor	$2,542.00	$5,084.00	17	17	30	0	0	0	0
65	Secoa	Head Blocks	Clancy OIR81255	steel w/ 8 - 1/4" grooves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	24,180	0	0
325	Secoa	Loft Blocks	Clancy 2NC10819	8" steel, 2 mounted on turntable mula block	$78.00	$25,350.00	7	7	21	0	25,350	0	0
674	Secoa	Idler Blocks	Clancy Idlers	4" plastic sheaves	$13.27	$8,950.00	7	7	20	0	0	0	0
65	Secoa	Arbors	Clancy 07-15x9	8' 6" long most are 6" O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	14,625
65	Secoa	Tension Blocks	Clancy 06-1215R	12" steel grooved for 3/4"	$240.00	$15,000.00	7	7	21	0	15,000	0	0
130	Secoa	Rope Locks	Clancy 10-533P	3 spare, 65 per rail, vinyl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	8,840
65 sets	Secoa	Lifelines	Clancy 1/4 7x19	1/4" 7x19 galv. wire rope approximately 650' per set	$0.20	$8,450.00	1	1	10	0	0	8,450	0
60	Secoa	Operating Lines	Clancy 3/4" Manila	60 are 3/4" hemp	$63.00	$3,780.00	0	1	5	0	0	3,780	0
5	Secoa	Operating Lines	Clancy 3/4" Multiline II	5 are synthetic	$107.80	$539.00	8	8	10	0	0	0	0
41	Secoa	Pipe Battens	Tsubota	1 1/4" sch 40 pipe with pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	3,485
15	Secoa	Segmented Truss Battens	Universal	3 -13' sections per batten (20 purchased ???)	$528.00	$7,920.00	17	17	30	0	0	0	0
5	Secoa	Electrics Battens	Tsubota	2 pipes per with electric raceway	$170.00	$850.00	17	17	30	0	0	0	0
no count	Secoa	Counterweights					20	20	30	0	0	0	0
1	Secoa	Fire Curtain Rigging	Secoa	Secoa price 5/3/95 with Install		$22,830.00	20	20	30	0	0	0	0
										0	0	0	0
Spare Rigging for Customization:										0	0	0	0
93	Secoa	Mule Blocks	Clancy 52C20812	8" steel grooved for 1 - 1/4"	$185.00	$17,205.00	7	10	21	0	17,205	0	0
33	Secoa	Loft Blocks	Clancy 2NC10819	8" steel	$78.00	$2,574.00	7	10	21	0	2,574	0	0
12	Secoa	Ropeline headblocks	Clancy	8" steel grooved for 3 - 3/4"	$149.00	$1,788.00	7	10	21	0	1,788	0	0
52	Secoa	Ropeline loft blocks	Clancy 2CC-10819	8" steel grooved for 1 - 3/4"	$74.00	$3,848.00	7	10	21	0	3,848	0	0
2	Secoa	Spot Winches	Clancy 18-4		$1,310.00	$2,620.00	7	7	20	0	0	0	0
6	Secoa	Tab Winches	Secoa - custom	Secoa price 5/3/95 with Install		$43,000.00	12	12	25	0	0	0	43,000
1	Secoa	Bull Winch	Secoa - custom	Secoa did not price this item			15	15	20	0	0	0	0
1	Secoa	Motor Control Center	Secoa - custom	Secoa price 5/3/95 with Install		$45,000.00	7	10	21	0	45,000	0	0
										0	0	0	0
Accessories (Consumables):										0	0	0	0
no count		Trim clamps		none found at this time						0	0	0	0
no count		Misc. Hardware								0	0	0	0
no count		Misc. Pipe								0	0	0	0
no count		Rope line (hemp)								0	0	0	0
14		100# Sandbags	Rosco #1100		$46.00	$644.00		10	10	0	644	0	0
4		50# Sandbags	Rosco #1050		$32.00	$128.00		10	10	0	128	0	0
15		25# Sandbags	Rosco #1025		$24.50	$367.50		10	10	0	368	0	0
										0	0	0	0
				Total Cash Cost Allocated by Year through lease		316,645				0	135,085	12,230	69,950

Estimated cost to replace entire rigging package, per original specs, with install, from Secoa on 5/3/95: $525,000.00 - $600,000.00

Note. Costs are for hardware only, and do not include installation unless noted.

SEATTLE REP RIGGING SYSTEMS INVENTORY

PNTAEST5.XLW
4/21/96

	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	9 10	10 11	11 12	12 13	13 14	14 15	15 16	16 17
, 1 - short floor	$2,542.00	$5,084.00	17	17	30	0	0	0	0	0	0	0	0
ves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	24,180	0	0	0	0	0	0
on turntable make block	$78.00	$25,350.00	7	7	21	0	25,350	0	0	0	0	0	0
	$13.27	$8,950.00	7	7	20	0	0	0	0	0	0	0	0
" O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	14,625	0	0	0	0
3/4"	$240.00	$15,000.00	7	7	21	0	15,000	0	0	0	0	0	0
vinyl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	8,840	0	0	0	0
rope approximately 650' per set	$0.20	$8,450.00	1	1	10	0	0	8,450	0	0	0	0	0
	$63.00	$3,780.00	0	1	5	0	0	3,780	0	0	0	0	3,780
	$107.80	$539.00	8	8	10	0	0	0	0	0	0	0	0
ith pipe extentions SL and SR	$85.00	$3,495.00	12	12	25	0	0	0	3,485	0	0	0	0
atten (20 purchased ???)	$528.00	$7,920.00	17	17	30	0	0	0	0	0	0	0	0
ctric raceway	$170.00	$850.00	17	17	30	0	0	0	0	0	0	0	0
			20	20	30	0	0	0	0	0	0	0	0
vith Install		$22,830.00	20	20	30	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
1 - 1/4"	$185.00	$17,205.00	7	10	21	0	17,205	0	0	0	0	0	0
	$78.00	$2,574.00	7	10	21	0	2,574	0	0	0	0	0	0
3 - 3/4"	$149.00	$1,788.00	7	10	21	0	1,788	0	0	0	0	0	0
1 - 3/4"	$74.00	$3,848.00	7	10	21	0	3,848	0	0	0	0	0	0
	$1,310.00	$2,620.00	7	7	20	0	0	0	0	0	0	0	0
with Install		$43,000.00	12	12	25	0	0	0	43,000	0	0	0	0
this item			15	15	20	0	0	0	0	0	0	0	0
with Install		$45,000.00	7	10	21	0	45,000	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
me						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
	$46.00	$644.00		10	10	0	644	0	0	0	0	0	0
	$32.00	$128.00		10	10	0	128	0	0	0	0	0	0
	$24.50	$367.50		10	10	0	368	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
llocated by Year through lease		316,645				0	136,085	12,230	69,950	0	0	0	3,780

: $525,000.00 - $600,000.00

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

SEATTLE REP RIGGING SYSTEMS INVENTORY

QTY	Brand	Item	DESCRIPTION Model#	Notes	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	17 18	18 19	19 20	20 21	21 22
Line Sets:														
2	Secoa	Locking Rails	Clancy 11-538R6	1 - SR at [illegible] level, 1 - short floor	$2,542.00	$5,084.00	17	17	30	5,084	0	0	0	0
65	Secoa	Head Blocks	Clancy OIR81255	steel w/ 6 - 1/4" grooves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	0	0	0	0
325	Secoa	Loft Blocks	Clancy 2NC10619	8" steel, 2 mounted on turntable mule block	$78.00	$25,350.00	7	7	21	0	0	0	0	0
674	Secoa	Idler Blocks	Clancy Idlers	4" plastic sheaves	$13.27	$8,950.00	7	7	20	0	0	0	0	0
65	Secoa	Arbors	Clancy 07-15x9	8' 6" long most are 6" O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	0	0
65	Secoa	Tension Blocks	Clancy 06-1215R	12" steel grooved for 3/4"	$240.00	$15,600.00	7	7	21	0	0	0	0	0
130	Secoa	Rope Locks	Clancy 10-533P	3 spare, 65 per rail, vinyl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	0	8,450
65 sets	Secoa	Litlines	Clancy 1/4 7x19	1/4" 7x19 galv. wire rope approximately 650' per set	$0.20	$8,450.00	1	1	10	0	0	0	0	3,780
60	Secoa	Operating Lines	Clancy 3/4" Manila	60 are 3/4" hemp	$63.00	$3,780.00	0	1	5	0	0	0	0	0
5	Secoa	Operating Lines	Clancy 3/4" Multiline II	5 are synthetic	$107.80	$539.00	8	8	10	0	539	0	0	0
41	Secoa	Pipe Battens	Tsubota	1 1/4" sch 40 pipe with pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	0	0
15	Secoa	Segmented Truss Battens	Universal	3 -13' sections per batten (20 purchased ???)	$528.00	$7,920.00	17	17	30	7,920	0	0	0	0
5	Secoa	Electrics Battens	Tsubota	2 pipes per with electric raceway	$170.00	$850.00	17	17	30	850	0	0	0	0
no count	Secoa	Counterweights					20	20	30	0	0	0	0	0
1	Secoa	Fire Curtain Rigging	Secoa	Secoa price 5/3/95 with Install		$22,830.00	20	20	30	0	0	0	22,830	0
										0	0	0	0	0
										0	0	0	0	0
Spare Rigging for Customization:														
93	Secoa	Mule Blocks	Clancy 52C20812	8" steel grooved for 1 - 1/4"	$185.00	$17,205.00	7	10	21	0	0	0	0	0
33	Secoa	Loft Blocks	Clancy 2NC10819	8" steel	$76.00	$2,574.00	7	10	21	0	0	0	0	0
12	Secoa	Ropeline headblocks	Clancy	8" steel grooved for 3 - 3/4"	$149.00	$1,788.00	7	10	21	0	0	0	0	0
52	Secoa	Ropeline loft blocks	Clancy 2CC-10819	8" steel grooved for 1 - 3/4"	$74.00	$3,848.00	7	10	21	0	0	0	0	0
2	Secoa	Spot Winches	Clancy 18-4		$1,310.00	$2,620.00	[illegible]	7	20	0	0	0	0	0
6	Secoa	Tab Winches	Secoa - custom	Secoa price 5/3/95 with Install		$43,000.00	12	12	25	0	0	0	0	0
1	Secoa	Bull Winch	Secoa - custom	Secoa did not price this item			15	15	20	0	0	0	0	0
1	Secoa	Motor Control Center	Secoa - custom	Secoa price 5/3/95 with Install		$45,000.00	7	10	21	0	0	0	0	0
										0	0	0	0	0
										0	0	0	0	0
Accessories (Consumables):										0	0	0	0	0
no count		Trim clamps		none found at this time						0	0	0	0	0
no count		Misc. Hardware								0	0	0	0	0
no count		Misc. Pipe								0	0	0	0	0
no count		Rope line (hemp)								0	0	0	0	0
14		100# Sandbags	Rosco #1100		$46.00	$644.00		10	10	0	0	0	644	0
4		50# Sandbags	Rosco #1050		$32.00	$128.00		10	10	0	0	0	128	0
15		25# Sandbags	Rosco #1025		$24.50	$367.50		10	10	0	0	0	368	0
										0	0	0	0	0
				Total Cash Cost Allocated by Year through lease		**316,645**				13,854	539	0	23,970	12,230

Estimated cost to replace entire rigging package, per original specs, with Install, from Secoa on 5/3/95: $525,000.00 - $600,000.00

Note Costs are for hardware only, and do not include installation unless noted.

SEATTLE REP RIGGING SYSTEMS INVENTORY

PNTAEST5.XLW
4/21/96

	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	17 18	18 19	19 20	20 21	21 22	22 23	23 24	24 25
l, 1 - short floor	$2,542.00	$5,084.00	17	17	30	5,084	0	0	0	0	0	0	0
oves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	0	0	0	0	0	0	0
on turntable mule block	$78.00	$25,350.00	7	7	21	0	0	0	0	0	0	0	0
	$13.27	$8,950.00	7	7	20	0	0	0	0	0	0	0	0
6" O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	0	0	0	0	0
r 3/4"	$240.00	$15,000.00	7	7	21	0	0	0	0	0	0	0	0
vinyl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	0	0	0	0	0
rope approximately 650' per set	$0.20	$8,450.00	1	1	10	0	0	0	0	8,450	0	0	0
	$63.00	$3,780.00	0	1	5	0	0	0	0	3,780	0	0	0
	$107.80	$539.00	8	8	10	0	539	0	0	0	0	0	0
vith pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	0	0	0	0	0
batten (20 purchased ???)	$528.00	$7,920.00	17	17	30	7,920	0	0	0	0	0	0	0
ctric raceway	$170.00	$850.00	17	17	30	850	0	0	0	0	0	0	0
			20	20	30	0	0	0	0	0	0	0	0
with Install		$22,830.00	20	20	30	0	0	0	22,830	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
1 - 1/4"		$17,205.00	7	10	21	0	0	0	0	0	0	0	0
	$78.00	$2,574.00	7	10	21	0	0	0	0	0	0	0	0
3 - 3/4"	$149.00	$1,788.00	7	10	21	0	0	0	0	0	0	0	0
1 - 3/4"	$74.00	$3,848.00	7	10	21	0	0	0	0	0	0	0	0
	$1,310.00	$2,620.00	7	7	20	0	0	0	0	0	0	0	0
with Install		$43,000.00	12	12	25	0	0	0	0	0	0	0	0
this item			15	15	20	0	0	0	0	0	0	0	0
with Install		$45,000.00	7	10	21	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
ime						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0
	$46.00	$644.00		10	10	0	0	0	644	0	0	0	0
	$32.00	$128.00		10	10	0	0	0	128	0	0	0	0
	$24.50	$367.50		10	10	0	0	0	368	0	0	0	0
						0	0	0	0	0	0	0	0
llocated by Year through lease		316,645				13,854	539	0	23,970	12,230	0	0	0

: $525,000.00 - $600,000.00

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

SEATTLE REP RIGGING SYSTEMS INVENTORY

QTY	Brand	Item	DESCRIPTION Model#	Notes	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	25 26	26 27	27 28	28 29
Line Sets:													
2	Secoa	Locking Rails	Clancy 11-538R6	1 - SR at stage level, 1 - short floor	$2,542.00	$5,084.00	17	17	30	0	0	0	0
65	Secoa	Head Blocks	Clancy OIR81255	steel w/ 8 - 1/4" grooves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	0	0	0
325	Secoa	Loft Blocks	Clancy 2NC10819	8" steel, 2 mounted on turntable mule block	$78.00	$25,350.00	7	7	21	0	0	0	0
674	Secoa	Idler Blocks	Clancy Idlers	4" plastic sheaves	$13.27	$8,950.00	7	7	20	0	0	8,950	0
65	Secoa	Arbors	Clancy 07-15x9	6' 6" long most are 5" O.C. some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	0
65	Secoa	Tension Blocks	Clancy 06-1215R	12" steel grooved for 3/4"	$240.00	$15,600.00	7	7	21	0	0	0	0
40	Secoa	Rope Locks	Clancy 10-533P	3 spare, 65 per rail, vinyl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	0
65 sets	Secoa	Linelines	Clancy 1/4 7x19	1/4" 7x19 galv. wire rope approximately 650' per set	$0.20	$8,450.00	1	1	10	0	3,780	0	0
60	Secoa	Operating Lines	Clancy 3/4" Manila	60 are 3/4" hemp	$63.00	$3,780.00	0	1	5	0	0	0	539
5	Secoa	Operating Lines	Clancy 3/4" Multiline II	5 are synthetic	$107.80	$539.00	8	8	10	0	0	0	0
41	Secoa	Pipe Battens	Tsubota	1 1/4" sch 40 pipe with pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	0
15	Secoa	Segmented Truss Battens	Universal	3 -13' sections per batten (20 purchased ???)	$528.00	$7,920.00	17	17	30	0	0	0	0
5	Secoa	Electrics Battens	Tsubota	2 pipes per with electric raceway	$170.00	$850.00	17	17	30	0	0	0	0
no count	Secoa	Counterweights					20	20	30	0	0	0	0
1	Secoa	Fire Curtain Rigging	Secoa	Secoa price 5/3/95 with Install		$22,830.00	20	20	30	0	0	0	0
										0	0	0	0
Spare Rigging for Customization:										0	0	0	0
93	Secoa	Mule Blocks	Clancy 52C20812	8" steel grooved for 1 - 1/4"	$185.00	$17,205.00	7	10	21	0	0	0	0
33	Secoa	Loft Blocks	Clancy 2NC10819	8" steel	$78.00	$2,574.00	7	10	21	0	0	0	0
12	Secoa	Ropeline headblocks	Clancy	8" steel grooved for 3 - 3/4"	$149.00	$1,788.00	7	10	21	0	0	0	0
52	Secoa	Ropeline loft blocks	Clancy 2CC-10819	8" steel grooved for 1 - 3/4"	$74.00	$3,848.00	7	10	21	0	0	2,620	0
2	Secoa	Spot Winches	Clancy 18-4		$1,310.00	$2,620.00	7	7	20	0	0	0	0
6	Secoa	Tab Winches	Secoa - custom	Secoa price 5/3/95 with Install		$42,000.00	12	12	25	0	0	0	0
1	Secoa	Bull Winch	Secoa - custom	Secoa did not price this item			15	15	20	0	0	0	0
1	Secoa	Motor Control Center	Secoa - custom	Secoa price 5/3/95 with Install		$45,000.00	7	10	21	0	0	0	0
										0	0	0	0
Accessories (Consumables):				none found at this time						0	0	0	0
no count		Trim clamps								0	0	0	0
no count		Misc Hardware								0	0	0	0
no count		Misc Pipe								0	0	0	0
no count		Rope line (hemp)			$46.00	$644.00		10	10	0	0	0	0
14		100# Sandbags	Rosco #1100		$32.00	$128.00		10	10	0	0	0	0
4		50# Sandbags	Rosco #1050		$24.50	$367.50		10	10	0	0	0	0
15		25# Sandbags	Rosco #1025							0	0	0	0
				Total Cash Cost Allocated by Year through lease		316,645				0	3,780	11,570	539

Estimated cost to replace entire rigging package, per original specs, with install, from Secoa on 5/3/95: $525,000.00 - $600,000.00

Note Costs are for hardware only, and do not include installation unless noted

SEATTLE REP RIGGING SYSTEMS INVENTORY

PHTAEST5.XLV
4/21/96

	COST EA.	COST TOTAL	LIFE Rem.	ADJ LIFE	LIFE New	25 26	26 27	27 28	28 29	29 30
, 1 - short floor	$2,542.00	$5,084.00	17	17	30	0	0	0	0	0
ves and 1 - 3/4" groove	$372.00	$24,180.00	7	7	21	0	0	0	0	0
on turntable mule block	$78.00	$25,350.00	7	7	21	0	0	0	0	0
	$13.27	$8,950.00	7	7	20	0	0	5,950	0	0
" O.C some 12" O.C.	$225.00	$14,625.00	12	12	25	0	0	0	0	0
-3/4"	$240.00	$15,000.00	7	7	21	0	0	0	0	0
inyl coated long lock handle	$68.00	$8,840.00	12	12	25	0	0	0	0	0
rope approximately 650' per set	$0.20	$8,450.00	1	1	10	0	0	0	0	0
	$63.00	$3,780.00	0	1	5	0	3,780	0	0	0
	$107.80	$539.00	8	8	10	0	0	0	539	0
th pipe extentions SL and SR	$85.00	$3,485.00	12	12	25	0	0	0	0	0
itten (20 purchased ???)	$528.00	$7,920.00	17	17	30	0	0	0	0	0
ric raceway	$170.00	$850.00	17	17	30	0	0	0	0	0
			20	20	30	0	0	0	0	0
ith install		$22,830.00	20	20	30	0	0	0	0	0
						0	0	0	0	0
						0	0	0	0	0
1 - 1/4"	$185.00	$17,205.00	7	10	21	0	0	0	0	0
	$78.00	$2,574.00	7	10	21	0	0	0	0	0
1 - 3/4"	$149.00	$1,788.00	7	10	21	0	0	0	0	0
1 - 3/4"	$74.00	$3,848.00	7	10	21	0	0	0	0	0
	$1,310.00	$2,620.00	7	7	20	0	0	2,620	0	0
ith install		$43,000.00	12	12	25	0	0	0	0	0
his item			15	15	25	0	0	0	0	0
ith install		$45,000.00	7	10	21	0	0	0	0	0
						0	0	0	0	0
						0	0	0	0	0
e						0	0	0	0	0
						0	0	0	0	0
						0	0	0	0	0
						0	0	0	0	0
	$46.00	$644.00		10	10	0	0	0	0	0
	$32.00	$128.00		10	10	0	0	0	0	0
	$24.50	$367.50		10	10	0	0	0	0	0
						0	0	0	0	0
scated by Year through lease		**316,645**				0	3,780	11,570	539	0

$25,000.00 - $500,000.00

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1 Lease yr 2	2 3	3 4	4 5	5 6	6 7	7 8
Cable and Accessories:																
66	ADC	TRS PATCH CABLE	PJ82 (TYPICAL)	Bantam BK3B	19.00	1,254	3	3	10	0	0	1,254	0	0	0	0
4		P4-BARE END ADAPTERS		Same	20.00	80	3	3	10	0	0	80	0	0	0	0
2		P4-CABLES APPROX 50		Same	70.85	142	3	3	10	0	0	142	0	0	0	0
8		P4-P4 JUMPERS		Same	48.24	386	3	3	10	0	0	386	0	0	0	0
2		P4F TO P4M X2 TWOFERS		Same	57.88	116	3	3	10	0	0	116	0	0	0	0
40	VAR	25' MIC CABLE	MIC CABLE	Whirlwind	19.00	760	1	1	5	760	0	0	0	0	760	0
20	VAR	SPEAKER CABLE P4-P4		M & F plugs/Wire	70.85	1,417	3	3	10	0	0	1,417	0	0	0	0
1		15 PR MIC SNAKE 100'		2- 50' 16 cond.	277.73	278	3	3	10	0	0	278	0	0	0	0
10		TRS TO XLR		Same	25.00	250	3	3	10	0	0	250	0	0	0	0
1		LOT TAPE ACCESSORIES		Same	300.00	300	0	1	5	300	0	0	0	0	300	0
1		LOT XLR, 1/4" CABLES		Same	80.00	80	0	1	5	80	0	0	0	0	80	0
4	ADC	24 X 2 TRS PATCHBAY		Same	198.00	792	3	3	10	0	0	792	0	0	0	0
Portable Equipment: Microphones																
1	ASTATIC	PUSH-TO-TALK PAGING	611	Shure 404B	73.75	74	0	1	5	74	0	0	0	0	74	0
1	AT	SHOCK MOUNT MIC	AT8410A	Same	60.00	60	2	2	10	0	60	0	0	0	0	0
1	BEYER	DYNAMIC LAV MIC	11111	MCE 5.15	374.00	374	0	1	5	374	0	0	0	0	374	0
2	BEYER	MINI LAV MIC	MCE5 [illegible]	MCE 5.15	374.00	748	1	1	5	748	0	0	0	0	748	0
2	BEYER	RIBBON MIC	M260N	Same	414.00	828	2	2	5	0	828	0	0	0	0	828
4	ELECTROVOICE	DYNAMIC CARDIOID MIC	RE18	Same	450.00	1,800	0	1	5	1,800	0	0	0	0	1,800	0
3	ELECTROVOICE	DYNAMIC OMNI	635A	Same	142.00	426	0	1	5	426	0	0	0	0	426	0
2	ELECTROVOICE	MIC	664	SHURE SM58	213.00	426	0	1	5	426	0	0	0	0	426	0
2	ELECTROVOICE	MIC	RE20	Same	597.00	1,194	1	1	5	1,194	0	0	0	0	1,194	0
4	ELECTROVOICE	MIC MOUSE	411	Same	31.50	126	0	1	2	126	0	126	0	126	0	126
2	ELECTROVOICE	PUSH-TO-TALK PAGING	600EL	Shure 404B	73.75	148	0	1	5	148	0	0	0	0	148	0
1	ELECTROVOICE	PUSH-TO-TALK PAGING	621L	Same	196.80	197	0	1	5	197	0	0	0	0	197	0
1	ELECTROVOICE	SHORT SHOTGUN	644	DL-42	857.00	857	0	1	8	857	0	0	0	0	0	0
10	KM	MIC STAND - VIBRATION ISO BASE		20000B	115.00	1,150	0	1	5	1,150	0	0	0	0	1,150	0
1	SHURE	MIC MIXER	M67	M267	535.00	535	0	1	8	535	0	0	0	0	0	0
1	SHURE	PAGING MIC	450	Same	101.25	101	0	1	5	101	0	0	0	0	101	0
2	SHURE	PUSH-TO-TALK PAGING	401B	Same	54.00	108	0	1	5	108	0	0	0	0	108	0
1	COUNTRYMAN	MIC FOR WIRELESS	MEMWF05BTS	Same	194.00	194	0	1	1	194	194	194	194	194	194	194
1	TELEX	RECEIVER 183.8	FMR2	FMR-100	567.00	567	2	2	8	0	567	0	0	0	0	0
1	TELEX	TRANSMITTER 183.5	WT80	Same	439.00	439	2	2	8	0	439	0	0	0	0	0
Portable Equipment, Mixer:																
2	REALISTIC	FOUR CHANNEL MIC MIX	82-*105A	Same	139.99	280	0	1	3	280	0	0	280	0	0	280
Portable Equipment, Power Amplifiers:																
2	ATD/AB SYSTEMS	TRIAMP (IN HIGH INTENS	713	713A	1,749.00	3,498	2	2	10	0	3,498	0	0	0	0	0
1	CROWN	DUAL CHANNEL POWER	D150	D150A-II	995.00	995	0	1	10	995	0	0	0	0	0	0
1	CROWN	DUAL CHANNEL POWER	DC300A	DC300A-II	1,295.00	1,295	0	1	10	1,295	0	0	0	0	0	0
2	PHASE LINEAR	DUAL CHANNEL POWER	300 SERIES 2	Fender SFL-6000	719.00	1,438	0	1	10	1,438	0	0	0	0	0	0
Portable Sound Processing Equipment:																
1	BOSE	PROCESSOR	802 C	802 II C	550.00	550	0	1	6	550	0	0	0	0	550	0
1	BOSE	PROCESSOR (EQUALIZE	802 E EQ	802 II C	550.00	550	0	1	6	550	0	0	0	0	550	0
1	CUSTOM	REMOTE VCA CONTROL (FOH SYS.)		custom built	300.00	300	0	1	6	300	0	0	0	0	300	0
1	DBX	NOISE REDUCTION SYST	224	140x	319.95	320	0	1	8	320	0	0	0	0	0	0

Seattle Rep. Sound Equipment Inventory

PRIAES16.XLW
4/21/98

ENT	COST EA.	TOTAL COST	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8	9	10	11	12
						Lease yr 2	3	4	5	6	7	8	9	10	11	12	13
						0											
	19.00	1,254	3	3	10	0	0	1,254	0	0	0	0	0	0	0	0	0
	20.00	80	3	3	10	0	0	80	0	0	0	0	0	0	0	0	0
	70.85	142	3	3	10	0	0	142	0	0	0	0	0	0	0	0	0
	48.24	386	3	3	10	0	0	386	0	0	0	0	0	0	0	0	0
	57.88	116	3	3	10	0	0	116	0	0	0	0	0	0	0	0	0
	19.00	760	1	1	5	760	0	0	0	0	760	0	0	0	0	760	0
	70.85	1,417	3	3	10	0	0	1,417	0	0	0	0	0	0	0	0	0
	277.73	278	3	3	10	0	0	278	0	0	0	0	0	0	0	0	0
	25.00	250	3	3	10	0	0	250	0	0	0	0	0	0	0	0	0
	300.00	300	0	1	5	300	0	0	0	0	300	0	0	0	0	300	0
	80.00	80	0	1	5	80	0	0	0	0	80	0	0	0	0	80	0
	198.00	792	3	3	10	0	0	792	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	73.75	74	0	1	5	74	0	0	0	0	74	0	0	0	0	74	0
	60.00	60	2	2	10	0	60	0	0	0	0	0	0	0	0	0	60
	374.00	374	0	1	8	374	0	0	0	0	374	0	0	0	0	374	0
	374.00	748	1	1	5	748	0	0	0	0	748	0	0	0	0	748	0
	414.00	828	2	2	5	0	828	0	0	0	0	828	0	0	0	0	828
	450.00	1,800	0	1	5	1,800	0	0	0	0	1,800	0	0	0	0	1,800	0
	142.00	426	0	1	5	426	0	0	0	0	426	0	0	0	0	426	0
	213.00	426	0	1	5	426	0	0	0	0	426	0	0	0	0	426	0
	597.00	1,194	1	1	5	1,194	0	0	0	0	1,194	0	0	0	0	1,194	0
	31.50	126	0	1	2	126	0	126	0	126	0	126	0	126	0	126	0
	73.75	148	0	1	5	148	0	0	0	0	148	0	0	0	0	148	0
	198.80	197	0	1	5	197	0	0	0	0	197	0	0	0	0	197	0
	857.00	857	0	1	8	857	0	0	0	0	0	0	0	857	0	0	0
	115.00	1,150	0	1	5	1,150	0	0	0	0	1,150	0	0	0	0	1,150	0
	535.00	535	0	1	8	535	0	0	0	0	0	0	0	535	0	0	0
	101.25	101	0	1	5	101	0	0	0	0	101	0	0	0	0	101	0
	54.00	108	0	1	5	108	0	0	0	0	108	0	0	0	0	108	0
	194.00	194	0	1	1	194	194	194	194	194	194	194	194	194	194	194	194
	567.00	567	2	2	8	0	567	0	0	0	0	0	0	0	567	0	0
	439.00	439	2	2	8	0	439	0	0	0	0	0	0	0	439	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	139.99	280	0	1	3	280	0	0	280	0	0	280	0	0	280	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	1,749.00	3,498	2	2	10	0	3,498	0	0	0	0	0	0	0	0	0	3,498
	995.00	995	0	1	10	995	0	0	0	0	0	0	0	0	0	995	0
	1,295.00	1,295	0	1	10	1,295	0	0	0	0	0	0	0	0	0	1,295	0
	719.00	1,438	0	1	10	1,438	0	0	0	0	0	0	0	0	0	1,438	0
						0	0	0	0	0	0	0	0	0	0	0	0
	550.00	550	0	1	6	550	0	0	0	0	0	550	0	0	0	0	0
	550.00	550	0	1	6	550	0	0	0	0	0	550	0	0	0	0	0
	300.00	300	0	1	6	300	0	0	0	0	0	300	0	0	0	0	0
	319.95	320	0	1	8	320	0	0	0	0	0	0	0	320	0	0	0

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Seattle Rep. Sound Equipment Inventory

QTY	DESCRIPTION Brand	Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8
										Lease yr 2	3	4	5	6	7	8	9
Portable Equipment, Speakers:										0	0	0	0	0	0	0	0
3	ALTEC	12" COAX (2ND STAGE)	SPEAKER	Fender SPL2912	720.00	2,160	0	1	5	2,160	0	0	0	0	2,160	0	0
1	ALTEC	A7 SPEAKER	A7	Fender	1,200.00	1,200	0	1	5	1,200	0	0	0	0	1,200	0	0
10	ARGOS	SPKR BAFFLES 12" TO 4"	VAR	Soundolier	25.00	250	0	1	3	250	0	0	250	0	0	250	0
2	BOSE	SPEAKER	802	802 II	998.00	1,996	1	1	5	1,996	0	0	0	0	1,996	0	0
1	HISONIC	3 WAY SPEAKER	HS2003	Realistic Optimus-660	49.97	50	0	1	2	50	0	50	0	50	0	50	0
				cat # 40-1122		0				0	0	0	0	0	0	0	0
4	PEAVY	PERSONAL MONITOR	IMPULSE 2	Same	129.99	520	0	1	5	520	0	0	0	0	520	0	0
2	REALISTIC	BOOKSHELF SPEAKER	MC1800	Realistic Minimus-26	14.97	30	0	1	2	30	0	30	0	30	0	30	0
				cat # 40-226		0				0	0	0	0	0	0	0	0
2	HISONIC	DIECAST MINI SPEAKER	HS5000	Realistic Minimus-7	19.97	40	0	1	3	40	0	0	40	0	0	40	0
				cat # 40-2030		0				0	0	0	0	0	0	0	0
1	REALISTIC	CAR SPEAKER IN BOX W 1/4" JACK		Realtic 30 Watt Spkr	15.97	16	0	1	2	16	0	16	0	16	0	16	0
				cat # 40-1297		0				0	0	0	0	0	0	0	0
Portable Equipment, Microphone Stands and Booms:										0	0	0	0	0	0	0	0
1	ATLAS	BOOM	BB77	Same	27.50	28	0	1	5	28	0	0	0	0	28	0	0
2	ATLAS ?	DESK MIC STAND	DS-7	Same	17.01	34	0	1	5	34	0	0	0	0	34	0	0
1	KM	BOOM FOR MIC STAND		21130B	29.00	29	0	1	5	29	0	0	0	0	29	0	0
2	KM	SHORT STAND		25910B	69.00	138	0	1	5	138	0	0	0	0	138	0	0
2	KM	TALL STAND W/BOOM		21090B	90.00	180	0	1	5	180	0	0	0	0	180	0	0
Portable Sound Reproduction Equipment:										0	0	0	0	0	0	0	0
2	REALISTIC	CASETTE PLAYER	SCP32	Same cat # 14-660	99.99	200	0	1	2	200	0	200	0	200	0	200	0
1	TEAC	REEL TO REEL 10" 1/4 TRK	2CH	Tascam 32	1,799.00	1,799	0	1	8	1,799	0	0	0	0	0	0	0
Test Equipment										0	0	0	0	0	0	0	0
1	TEKTRONIX	60 MHZ SCOPE	2213	TAS465 100MHZ	1,995.00	1,995	2	2	10	0	1,995	0	0	0	0	0	0
Intercom Equipment										0	0	0	0	0	0	0	0
11	CLEAR-COM	PORTABLE SPEAKER ST	KB111/KB111A	KB111A WITH PBOX	466.00	5,126	2	2	10	0	5,126	0	0	0	0	0	0
9	CLEAR-COM	HANDSETS (PHONE TYP	HS-6	Same	90.00	810	0	1	5	810	0	0	0	0	810	0	0
2	SHURE	LIGHTWEIGHT HEADSET	SM12A	SM12A-CN	216.50	433	0	1	5	433	0	0	0	0	433	0	0
1	TELEX	LIGHTWEIGHT HEADSET	PH-8	Same	126.00	126	0	1	5	126	0	0	0	0	126	0	0
6	TELEX	HEADSETS	CS-75	PH1	126.00	756	0	1	5	756	0	0	0	0	756	0	0
3	TELEX	HEADSETS	PH-1	Same	126.00	378	1	1	5	378	0	0	0	0	378	0	0
3	CLEAR-COM	HEADSETS	CC240	TELEX PH2	155.00	465	0	1	5	465	0	0	0	0	465	0	0
10	BEYER	HEADSETS	DT-108	Same	304.00	3,040	0	1	5	3,040	0	0	0	0	3,040	0	0
5	TELEX	HEADSETS (NON-FUNCT	CS-75	PH-1	126.00	630	0	1	5	630	0	0	0	0	630	0	0
1	TELEX	DOUBLE MUFF HEADSET	CS-61	PH-2	155.00	155	0	1	5	155	0	0	0	0	155	0	0
4	CLEAR-COM	BELTPACK (DUAL CHAN	CS-100A	RS-502	299.00	1,196	0	1	8	1,196	0	0	0	0	0	0	0
9	CLEAR-COM	BELTPACKS	RS-100A	RS-510	215.00	1,935	0	1	8	1,935	0	0	0	0	0	0	0
7	CLEAR-COM	BELTPACK	RS-501	Same	215.00	1,505	1	1	8	1,505	0	0	0	0	0	0	0
1	CLEAR-COM	REMOTE STATION** (PC	RM-400	RM-400A	995.00	995	0	1	10	995	0	0	0	0	0	0	0
1	CLEAR-COM	MAIN STATION** (SM CO	SB-412	Same	1,981.00	1,981	1	1	10	1,981	0	0	0	0	0	0	0
1	CLEAR-COM	REMOTE STATION** (SM	RM400	RM400A	995.00	995	2	2	10	0	995	0	0	0	0	0	0
1	CLEAR-COM	2 CHANNEL REMOTE ST	RM-120	RM-220	645.00	645	2	2	10	0	645	0	0	0	0	0	0
1	PNTA	STAGE MANAGER'S INTERCOM STATION		CLEAR-COM CS-222	730.00	730	0	1	10	730	0	0	0	0	0	0	0
1	PNTA	BLUE BOX* AUX. REM	POWER SUPPLY	Same	190.00	190	0	1	10	190	0	0	0	0	0	0	0
5	CLEAR-COM	2 CHANNEL SELECTABLE	WP-2	Same	38.00	190	1	1	10	190	0	0	0	0	0	0	0
1	CLEAR-COM	POWER SUPPLY	PS-10	PS-22	429.00	429	0	1	10	429	0	0	0	0	0	0	0

Seattle Rep. Sound Equipment Inventory

PRTAEST5.XLW
4/21/98

COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8	9	10	11	12
					Lease yr 2	3	4	5	6	7	8	9	10	11	12	13
					0	0	0	0	0	0	0	0	0	0	0	0
720.00	2,160	0	1	5	2,160	0	0	0	0	2,160	0	0	0	0	2,160	0
1,200.00	1,200	0	1	5	1,200	0	0	0	0	1,200	0	0	0	0	1,200	0
25.00	250	0	1	3	250	0	0	250	0	0	250	0	0	250	0	0
998.00	1,996	1	1	5	1,996	0	0	0	0	1,996	0	0	0	0	1,996	0
49.97	50	0	1	2	50	0	50	0	50	0	50	0	50	0	50	0
	0				0	0	0	0	0	0	0	0	0	0	0	0
129.99	520	0	1	5	520	0	0	0	0	520	0	0	0	0	520	0
14.97	30	0	1	2	30	0	30	0	30	0	30	0	30	0	30	0
	0				0	0	0	0	0	0	0	0	0	0	0	0
19.97	40	0	1	3	40	0	0	40	0	0	40	0	0	40	0	0
	0				0	0	0	0	0	0	0	0	0	0	0	0
15.97	16	0	1	2	16	0	16	0	16	0	16	0	16	0	16	0
	0				0	0	0	0	0	0	0	0	0	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
27.50	28	0	1	5	28	0	0	0	0	28	0	0	0	0	28	0
17.01	34	0	1	5	34	0	0	0	0	34	0	0	0	0	34	0
29.00	29	0	1	5	29	0	0	0	0	29	0	0	0	0	29	0
69.00	138	0	1	5	138	0	0	0	0	138	0	0	0	0	138	0
90.00	180	0	1	5	180	0	0	0	0	180	0	0	0	0	180	0
					0	0	0	0	0	0	0	0	0	0	0	0
99.99	200	0	1	2	200	0	200	0	200	0	200	0	200	0	200	0
1,799.00	1,799	0	1	8	1,799	0	0	0	0	0	0	0	1,799	0	0	0
					0	0	0	0	0	0	0	0	0	0	0	0
1,995.00	1,995	2	2	10	0	1,995	0	0	0	0	0	0	0	0	0	1,995
					0	0	0	0	0	0	0	0	0	0	0	0
466.00	5,126	2	2	10	0	5,126	0	0	0	0	0	0	0	0	0	5,126
90.00	810	0	1	5	810	0	0	0	0	810	0	0	0	0	810	0
216.50	433	0	1	5	433	0	0	0	0	433	0	0	0	0	433	0
126.00	126	0	1	5	126	0	0	0	0	126	0	0	0	0	126	0
126.00	756	0	1	5	756	0	0	0	0	756	0	0	0	0	756	0
126.00	378	1	1	5	378	0	0	0	0	378	0	0	0	0	378	0
155.00	465	0	1	5	465	0	0	0	0	465	0	0	0	0	465	0
304.00	3,040	0	1	5	3,040	0	0	0	0	3,040	0	0	0	0	3,040	0
126.00	630	0	1	5	630	0	0	0	0	630	0	0	0	0	630	0
155.00	155	0	1	5	155	0	0	0	0	155	0	0	0	0	155	0
299.00	1,196	0	1	8	1,196	0	0	0	0	0	0	0	1,196	0	0	0
215.00	1,935	0	1	8	1,935	0	0	0	0	0	0	0	1,935	0	0	0
215.00	1,505	1	1	8	1,505	0	0	0	0	0	0	0	1,505	0	0	0
995.00	995	0	1	10	995	0	0	0	0	0	0	0	0	0	995	0
1,981.00	1,981	1	1	10	1,981	0	0	0	0	0	0	0	0	0	1,981	0
995.00	995	2	2	10	0	995	0	0	0	0	0	0	0	0	0	995
645.00	645	2	2	10	0	645	0	0	0	0	0	0	0	0	0	645
730.00	730	0	1	10	730	0	0	0	0	0	0	0	0	0	730	0
190.00	190	0	1	10	190	0	0	0	0	0	0	0	0	0	190	0
38.00	190	1	1	10	190	0	0	0	0	0	0	0	0	0	190	0
429.00	429	0	1	10	429	0	0	0	0	0	0	0	0	0	429	0

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8
										Lease yr 2	3	4	5	6	7	8	9
Infrared Hearing Impaired Assistive System:										0	0	0	0	0	0	0	0
1	EV	MIC	RE18	Same	450.00	450	0	1	5	450	0	0	0	0	450	0	0
3	AKG	SHORT SHOTGUN MIC	C568	C568-EB	469.00	1,407	2	2	12	0	1,407	0	0	0	0	0	0
1	EV	4 X 1 MIXER	ELX1	ELX1-A	766.00	766	0	1	10	766	0	0	0	0	0	0	0
1	RANE	4 X 2 MIXER	FPM42	Same	159.00	159	4	4	10	0	0	0	159	0	0	0	0
1	PNTA	HEADPHONE AMPL'FIER	RHP1	Same	175.00	175	4	4	10	0	0	0	175	0	0	0	0
1	COLUMBIA	HEADPHONES		Generic	50.00	50	0	1	3	50	0	0	50	0	0	50	0
1	ATLAS	MIC STAND W/BOOM	MS-12	Same	81.47	81	0	1	5	81	0	0	0	0	81	0	0
1	REALISTIC	CASSETTE PLAYER	SCP32	Same Cat# 14-660	99.99	100	0	1	2	100	0	100	0	100	0	100	0
7	SENNHEISER	INFRARED EMITTER TRA	SI1219	Same	1,849.00	12,943	4	4	10	0	0	0	12,943	0	0	0	0
1	RANE	MASTER MODULE	FMM-42	Same	349.00	349	4	4	10	0	0	0	349	0	0	0	0
1	YAMAHA	MIXER, 6-INPUT	M406	6 RANE FM114	349.00	349	4	4	10	0	0	0	349	0	0	0	0
				1 RANE FMM42	349.00	0	4	4	10	0	0	0	0	0	0	0	0
				1 RANE FUR10	55.00	0	4	4	10	0	0	0	0	0	0	0	0
				1 RANE FR58	249.00	0	4	4	10	0	0	0	0	0	0	0	0
										0	0	0	0	0	0	0	0
1	SYMETRIX	DUAL COMPERSSOR/LIM	425	Same	579.00	579	4	4	10	0	0	0	579	0	0	0	0
1	RANE	LINE TRANSFORMER	FLT-22	Same	349.00	349	4	4	10	0	0	0	349	0	0	0	0
2	SENNHEISER	MODULATOR	SI-1013	Same	1,395.00	2,790	4	4	10	0	0	0	2,790	0	0	0	0
27	SENNHEISER	INFRARED HEADSET RE	H-200	Same	245.00	6,615	2	2	5	0	6,615	0	0	0	0	6,615	0
22	SENNHEISER	INFRARED HEADSET RE	HDI-405-S	RI-100A	120.00	2,640	0	2	5	0	2,640	0	0	0	0	2,640	0
1	SENNHEISER	10 PORT CHARGING STR	L92-10	Same	245.00	245	2	2	10	0	245	0	0	0	0	0	0
1	SENNHEISER	20 PORT CHARGING STR	L92-20	Same	305.00	305	2	2	10	0	305	0	0	0	0	0	0
						0				0	0	0	0	0	0	0	0
Main Sound:										0	0	0	0	0	0	0	0
1	TECHNICS	CD PLAYER	SLP770	Sony CDP-315	315.00	315	2	2	8	0	315	0	0	0	0	0	0
4		POWER SWITCH PANEL		Soundolier ACRL-191A	215.66	862	2	2	10	0	862	0	0	0	0	0	0
4	ADC	24 X 2 TRS PATCH BAY	P-KIT1	Same	198.00	792	2	2	10	0	792	0	0	0	0	0	0
1	CUSTOM	SPEAKER PATCH 36SPK X 8	P4F	custom built	1,300.00	1,300	2	2	10	0	1,300	0	0	0	0	0	0
1	TASCAM	DAT RECORDER	DA30	Same	1,299.00	1,299	2	2	8	0	1,299	0	0	0	0	0	0
2	OTARI	RACK FOR 5050B	ROLLING RACK	Tascam RTS15	350.00	700	2	2	10	0	700	0	0	0	0	0	0
1	SOUNDOLIER	ROLLING RACK, 1/2 HEIG	RX1-24	Same	551.18	551	2	2	10	0	551	0	0	0	0	0	0
1	ANDERSON	12 IN X 12 OUT MIXING C	SR6000B	See next 7 lines		0	0	0		0	0	0	0	0	0	0	0
1	ANDERSON	POWER SUPPLY, CONSOLE		Part of Mixer Console		0	0	0		0	0	0	0	0	0	0	0
1	ANDERSON	REMOTE CONTROL CONSOLE		Part of Mixer Console		0	0	0		0	0	0	0	0	0	0	0
1	APPLE	COMPUTER	II PLUS	Part of Mixer Console		0	0	0		0	0	0	0	0	0	0	0
1				COMPUTER	3,000.00	3,000		5	10	0	0	0	0	3,000	0	0	0
1				AUTO MIXER	25,000.00	25,000		5	10	0	0	0	0	25,000	0	0	0
1				MANUAL MIXER	9,000.00	9,000		5	10	0	0	0	0	9,000	0	0	0
1				REMOTE MIXER	4,000.00	4,000		5	10	0	0	0	0	4,000	0	0	0
				Total	41,000.00	0				0	0	0	0	0	0	0	0
4	ATD/AB SYSTEMS	BIAMPLIFIER	712	712A	1,449.00	5,796	2	2	10	0	5,796	0	0	0	0	0	0
2	ATD/AB SYSTEMS	DUAL CHANNEL AMPLIFI	722	722A	1,329.00	2,658	2	2	10	0	2,658	0	0	0	0	0	0
5	ATD/AB SYSTEMS	DUAL CHANNEL BIAMP	524	524A	1,449.00	7,245	0	2	10	0	0	0	0	7,245	0	0	0
1	ATD/AB SYSTEMS	DUAL CHANNEL POWER	422	422A	969.00	969	2	2	10	0	969	0	0	0	0	0	0
1	ATD/AB SYSTEMS	DUAL CHANNEL POWER	422	422A	969.00	969	2	2	10	0	969	0	0	0	0	0	0
1	ART	DIGITAL DELAY(EFFECTS	MULTIVERB III	472 Alpha SE	549.00	549	3	3	10	0	0	549	0	0	0	0	0
1	CUSTOM	CONTROL PANEL (HOUSE SYS)		custom built	500.00	500	0	1	10	500	0	0	0	0	0	0	0
1	CUSTOM	CROSSOVER CARDS/CARD CAGE/PS		custom built	1,000.00	1,000	0	1	10	1,000	0	0	0	0	0	0	0
1	CUSTOM	VCA CONTROL PANEL		custom built	1,000.00	1,000	0	1	10	1,000	0	0	0	0	0	0	0

Seattle Rep. Sound Equipment Inventory

PNTALST6.XLW
4/21/96

	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8	9	10	11	12
						Lease yr 2	3	4	5	6	7	8	9	10	11	12	13
						0	0	0	0	0	0	0	0	0	0	0	0
	450.00	450	0	1	5	450	0	0	0	0	450	0	0	0	0	450	0
	469.00	1,407	2	2	12	0	1,407	0	0	0	0	0	0	0	0	0	0
	766.00	766	0	1	10	766	0	0	0	0	0	0	0	0	0	766	0
	159.00	159	4	4	10	0	0	0	159	0	0	0	0	0	0	0	0
	175.00	175	4	4	10	0	0	0	175	0	0	0	0	0	0	0	0
	50.00	50	0	1	3	50	0	0	50	0	0	50	0	0	50	0	0
	81.47	81	0	1	5	81	0	0	0	0	81	0	0	0	0	81	0
	99.99	100	0	1	2	100	0	100	0	100	0	100	0	100	0	100	0
	1,849.00	12,943	4	4	10	0	0	0	12,943	0	0	0	0	0	0	0	0
	349.00	349	4	4	10	0	0	0	349	0	0	0	0	0	0	0	0
	349.00	349	4	4	10	0	0	0	349	0	0	0	0	0	0	0	0
	349.00	0	4	4	10	0	0	0	0	0	0	0	0	0	0	0	0
	55.00	0	4	4	10	0	0	0	0	0	0	0	0	0	0	0	0
	249.00	0	4	4	10	0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	579.00	579	4	4	10	0	0	0	579	0	0	0	0	0	0	0	0
	349.00	349	4	4	10	0	0	0	349	0	0	0	0	0	0	0	0
	1,395.00	2,790	4	4	10	0	0	0	2,790	0	0	0	0	0	0	0	0
	245.00	6,615	2	2	5	0	6,615	0	0	0	0	6,615	0	0	0	0	6,615
	120.00	2,640	0	2	5	0	2,640	0	0	0	0	2,640	0	0	0	0	2,640
	245.00	245	2	2	10	0	245	0	0	0	0	0	0	0	0	0	245
	305.00	305	2	2	10	0	305	0	0	0	0	0	0	0	0	0	305
		0				0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	315.00	315	2	2	8	0	315	0	0	0	0	0	0	0	315	0	0
1A	215.56	862	2	2	10	0	862	0	0	0	0	0	0	0	0	0	862
	198.00	792	2	2	10	0	792	0	0	0	0	0	0	0	0	0	792
	1,300.00	1,300	2	2	10	0	1,300	0	0	0	0	0	0	0	0	0	1,300
	1,299.00	1,299	2	2	8	0	1,299	0	0	0	0	0	0	0	1,299	0	0
	350.00	700	2	2	10	0	700	0	0	0	0	0	0	0	0	0	700
	551.18	551	2	2	10	0	551	0	0	0	0	0	0	0	0	0	551
		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
e		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
e		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
e		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
	3,000.00	3,000		5	10	0	0	0	0	3,000	0	0	0	0	0	0	0
	25,000.00	25,000		5	10	0	0	0	0	25,000	0	0	0	0	0	0	0
	9,000.00	9,000		5	10	0	0	0	0	9,000	0	0	0	0	0	0	0
	4,000.00	4,000		5	10	0	0	0	0	4,000	0	0	0	0	0	0	0
Total	41,000.00	0				0	0	0	0	0	0	0	0	0	0	0	0
	1,449.00	5,796	2	2	10	0	5,796	0	0	0	0	0	0	0	0	0	5,796
	1,329.00	2,658	2	2	10	0	2,658	0	0	0	0	0	0	0	0	0	2,658
	1,449.00	7,245	0	5	10	0	0	0	0	7,245	0	0	0	0	0	0	0
	969.00	969	2	2	10	0	969	0	0	0	0	0	0	0	0	0	969
	969.00	969	2	2	10	0	969	0	0	0	0	0	0	0	0	0	969
	549.00	549	3	3	10	0	0	549	0	0	0	0	0	0	0	0	0
	500.00	500	0	1	10	500	0	0	0	0	0	0	0	0	0	500	0
	1,000.00	1,000	0	1	10	1,000	0	0	0	0	0	0	0	0	0	1,000	0
	1,000.00	1,000	0	1	10	1,000	0	0	0	0	0	0	0	0	0	1,000	0

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8
										Lease yr 2	3	4	5	6	7	8	9
1	DBX	MAINFRAME	500 SERIES	900A	599.95	600	2	2	10	0	600	0	0	0	0	0	0
2	DBX	NOISE RED. DECODER 2	942	942A	269.95	540	2	2	10	0	540	0	0	0	0	0	0
2	DBX	NOISE RED ENCODER 2	941	941a	259.95	520	2	2	10	0	520	0	0	0	0	0	0
1	LEXICON	DIGITAL DELAY	92	Rane AD22-B	829.00	829	0	1	10	829	0	0	0	0	0	0	0
1	PIONEER	STEREO RECEIVER	SX202	GENERIC	200.00	200	0	1	5	200	0	0	0	0	200	0	0
1	RTS	PHONO PREAMP	405	Same	348.00	348	2	2	10	0	348	0	0	0	0	0	0
2	WHITE	1/3 OCTAVE EQ	4320	4400	1,100.00	2,200	2	2	10	0	2,200	0	0	0	0	0	0
4	CUSTOM	LOUDSPEAKER	MEDIUM INTENS	EAW FR 153 HR	1,150.00	4,600	0	1	5	4,600	0	0	0	0	4,600	0	0
2	CUSTOM	LOUDSPEAKER	HIGH INTENS	EAW FR 153Hi	1,850.00	3,700	0	1	5	3,700	0	0	0	0	3,700	0	0
12	CUSTOM	LOUDSPEAKER	LOW INTENS	EAW UB 12	220.00	2,640	0	1	5	2,640	0	0	0	0	2,640	0	0
2	JBL	MONITOR 3-WAY	4401	4401-A	462.00	924	1	1	8	924	0	0	0	0	0	0	0
1	JBL	SUBWOOFER	128H	128H-1	175.00	175	1	1	8	175	0	0	0	0	0	0	0
1	NAKAMICHI	CASSETTE RECORDER	MR1	Denon DN790R	950.00	950	1	1	8	950	0	0	0	0	0	0	0
1	NAKAMICHI	REMOTE CONTROL	RM5	CUSTOM	150.00	150	1	1	10	150	0	0	0	0	0	0	0
1	OTARI	2 CHANNEL TAPE DECK	MX5050B-II	MX5050B-III	3,459.00	3,459	2	2	10	0	3,459	0	0	0	0	0	0
2	OTARI	4TRACK TAPE RECORDE	MX5050BQ-II	MX5050BQ-III	5,418.00	10,836	2	2	10	0	10,836	0	0	0	0	0	0
2	OTARI	AUTOLOCATOR	CB-116/ZA54C	incl. w/ MX5050 series	N/App					0	0	0	0	0	0	0	0
1	TECHNICS	CASSETTE RECORDER	RSB105	Sony 615 3-Head Deck	350.00	350	0	1	5	350	0	0	0	0	350	0	0
1	TECHNICS	CASSETTE RECORDER,	RST920	Technics 575	250.00	250	0	1	3	250	0	0	250	0	0	250	0
1	DUAL	TURNTABLE	CS741Q	CS750	750.00	750	2	2	10	0	750	0	0	0	0	0	0
1	STANTON	PHONOGRAPH CARTRIDGE		Shure BC-90	126.00	126	0	1	4	126	0	0	0	126	0	0	0
	CUSTOM	MAIN CENTER SPEAKER CLUSTER		1-EAW KF695isR	2,995.00	0	1	1	5	0	0	0	0	0	0	0	0
				2-EAW KF650isR	2,915.00	0	1	1	5	0	0	0	0	0	0	0	0
				1-EAW SB528PD2	1,950.00	0	1	1	5	0	0	0	0	0	0	0	0
				1-EAW MX800i-653	2,890.00	0	1	1	5	0	0	0	0	0	0	0	0
20	CUSTOM	UNDERBALCONY DELAY SPEAKERS		EAW L8/CX2X0	200.00	4,000	1	1	5	4,000	0	0	0	0	4,000	0	0
						0				0	0	0	0	0	0	0	0
Page/Monitor System:										0	0	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	1,064	0	0	0	0	0	0
1		POWER SWITCH PANEL		Soundolier ACRL-191A	215.56	216	2	2	10	0	216	0	0	0	0	0	0
1	SOUNDOLIER	ATTENUATOR PANEL (4	AT-XX	AT-35	36.42	36	2	2	10		36	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	320B	6500T/36	774.00	774	2	2	10	0	774	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	1,064	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	1,064	0	0	0	0	0	0
4	ALTEC	LIMITER AMPLIFIER	1612B	See next 3 lines		0	0	0		0	0	0	0	0	0	0	0
				1 Rane FPM42 and	429.00	0			10	0	0	0	0	0	0	0	0
				1 Rane FSC22 and	399.00	0			10	0	0	0	0	0	0	0	0
				1 FTT2	39.00	0			10	0	0	0	0	0	0	0	0
4										0	0	0	0	0	0	0	0
1	ALTEC	25 X 3POS SELECTOR SWITCH		CUSTOM	400.00	400	0	1	10	400	0	0	0	0	0	0	0
6	ELECTROVOICE	PUSH-TO-TALK PAGING	600EL	Shure 404B	73.75	443	0	1	5	443	0	0	0	0	443	0	0
NC		DRESSING ROOM SPEAKERS ***								0	0	0	0	0	0	0	0
Miscellaneous:										0	0	0	0	0	0	0	0
1	REALISTIC	TURBO STEREO AMPLIFI	SA10	Realistic Amplifier	59.99	60	0	1	3	60	0	0	60	0	0	60	0
				cat # 31-1957		0				0	0	0	0	0	0	0	0
1	CUSTOM	STAGE MANAGERS PANEL *		CUSTOM	3,500.00	3,500	1	1	10	3,500	0	0	0	0	0	0	0
1	CUSTOM	REMOTE STAGE MANAGERS PANEL *		CUSTOM	1,000.00	1,000	1	1	10	1,000	0	0	0	0	0	0	0
1	CUSTOM	PRODUCTION CONTROL PANEL *		CUSTOM	7,500.00	7,500	1	1	10	7,500	0	0	0	0	0	0	0
15	CUSTOM	JACK PLATES "A-PLATES"		CUSTOM	250.00	3,750	1	1	10	3,750	0	0	0	0	0	0	0
		Total Cash Cost Allocated by Year through lease				823,955				79,432	65,241	5,979	19,817	49,087	37,621	13,129	194

* Cost includes cabinet and components not listed elsewhere (ie lobby chimes, cue light control circuitry etc.)
Other components of these panels are listed as part of their respective systems

** Price includes $400.00 for custom modifications to interface to page/monitor system.

*** SRT is to provide count and replacement information.

Seattle Rep. Sound Equipment Inventory

PNIAES15.XLW
4/21/96

IT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	Cashflow schedule by year 1	2	3	4	5	6	7	8	9	10	11	12
						Lease yr 2	3	4	5	6	7	8	9	10	11	12	13
	599.95	600	2	2	10	0	600	0	0	0	0	0	0	0	0	0	600
	269.95	540	2	2	10	0	540	0	0	0	0	0	0	0	0	0	540
	259.95	520	2	2	10	0	520	0	0	0	0	0	0	0	0	0	520
	829.00	829	0	1	10	829	0	0	0	0	0	0	0	0	0	829	0
	200.00	200	0	1	5	200	0	0	0	0	200	0	0	0	0	200	0
	348.00	348	2	2	10	0	348	0	0	0	0	0	0	0	0	0	348
	1,100.00	2,200	2	2	10	0	2,200	0	0	0	0	0	0	0	0	0	2,200
	1,150.00	4,600	0	1	5	4,600	0	0	0	0	4,600	0	0	0	0	4,600	0
	1,850.00	3,700	0	1	5	3,700	0	0	0	0	3,700	0	0	0	0	3,700	0
	220.00	2,640	0	1	5	2,640	0	0	0	0	2,640	0	0	0	0	2,640	0
	462.00	924	1	1	8	924	0	0	0	0	0	0	0	924	0	0	0
	175.00	175	1	1	5	175	0	0	0	0	0	0	0	175	0	0	0
	950.00	950	1	1	8	950	0	0	0	0	0	0	0	950	0	0	0
	150.00	150	1	1	10	150	0	0	0	0	0	0	0	0	0	150	0
	3,459.00	3,459	2	2	10	0	3,459	0	0	0	0	0	0	0	0	0	3,459
	5,418.00	10,836	2	2	10	0	10,836	0	0	0	0	0	0	0	0	0	10,836
tes	N/App					0	0	0	0	0	0	0	0	0	0	0	0
eck	350.00	350	0	1	5	350	0	0	0	0	350	0	0	0	0	350	0
	250.00	250	0	1	3	250	0	0	250	0	0	250	0	0	250	0	0
	750.00	750	2	2	10	0	750	0	0	0	0	0	0	0	0	0	750
	126.00	126	0	1	4	126	0	0	0	126	0	0	0	126	0	0	0
	2,995.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
	2,915.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
	1,950.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
3	2,890.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
	200.00	4,000	1	1	5	4,000	0	0	0	0	4,000	0	0	0	0	4,000	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	1,064.00	1,064	2	2	10	0	1,064	0	0	0	0	0	0	0	0	0	1,064
91A	215.56	216	2	2	10	0	216	0	0	0	0	0	0	0	0	0	216
	36.42	36	2	2	10	0	36	0	0	0	0	0	0	0	0	0	36
	774.00	7 1	2	2	10	0	774	0	0	0	0	0	0	0	0	0	774
	1,064.00	1,064	2	2	10	0	1,064	0	0	0	0	0	0	0	0	0	1,064
	1,064.00	1,064	2	2	10	0	1,064	0	0	0	0	0	0	0	0	0	1,064
		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
d	429.00	0			10	0	0	0	0	0	0	0	0	0	0	0	0
d	399.00	0			10	0	0	0	0	0	0	0	0	0	0	0	0
	59.00	0			10	0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	400.00	400	0	1	10	400	0	0	0	0	0	0	0	0	0	400	0
	73.75	443	0	1	5	443	0	0	0	0	443	0	0	0	0	443	0
						0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	59.99	60	0	1	3	60	0	0	60	0	0	60	0	0	60	0	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
	3,500.00	3,500	1	1	10	3,500	0	0	0	0	0	0	0	0	0	3,500	0
	1,000.00	1,000	1	1	10	1,000	0	0	0	0	0	0	0	0	0	1,000	0
	7,500.00	7,500	1	1	10	7,500	0	0	0	0	0	0	0	0	0	7,500	0
	250.00	3,750	1	1	10	3,750	0	0	0	0	0	0	0	0	0	3,750	0
		823,955				79,432	65,241	5,979	18,817	49,087	37,621	13,129	194	1,038	3,744	66,781	61,214

cue light control circuitry etc.)
s
system.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	13 14	14 15	15 16	16 17	17 18	18 19	19 20	20 21
Cable and Accessories:																	
66	ADC	TRS PATCH CABLE	PJ82 (TYPICAL)	Bantam BK3B	19.00	1,254	3	3	10	1,254	0	0	0	0	0	0	0
4		P4-BARE END ADAPTERS		Same	20.00	80	3	3	10	80	0	0	0	0	0	0	0
2		P4-CABLES APPROX 50'		Same	70.85	142	3	3	10	142	0	0	0	0	0	0	0
8		P4-P4 JUMPERS		Same	48.24	386	3	3	10	386	0	0	0	0	0	0	0
2		P4F TO P4M X2 TWOFERS		Same	57.88	116	3	3	10	116	0	0	0	0	0	0	0
40	VAR	25' MIC CABLE	MIC CABLE	Whirlwind	19.00	760	1	1	5	0	0	0	760	0	0	0	0
20	VAR	SPEAKER CABLE P4-P4		M & F plugs/ Wire	70.85	1,417	3	3	10	1,417	0	0	0	0	0	0	0
1		15 PR MIC SNAKE 100'		2- 50' 16 cond.	277.73	278	3	3	10	278	0	0	0	0	0	0	0
10		TRS TO XLR		Same	25.00	250	3	3	10	250	0	0	0	0	0	0	0
1		LOT TAPE ACCESSORIES		Same	300.00	300	0	1	5	0	0	0	300	0	0	0	0
1		LOT XLR, 1/4" CABLES		Same	80.00	80	0	1	5	0	0	0	80	0	0	0	0
4	ADC	24 X 2 TRS PATCHBAY		Same	198.00	792	3	3	10	792	0	0	0	0	0	0	0
Portable Equipment: Microphones										0	0	0	0	0	0	0	0
1	ASTATIC	PUSH-TO-TALK PAGING	611	Shure 404B	73.75	74	0	1	5	0	0	0	74	0	0	0	0
1	AT	SHOCK MOUNT MIC	AT8410A	Same	60.00	60	2	2	10	0	0	0	0	0	0	0	0
1	BEYER	DYNAMIC LAV MIC	M111	MCE 5.15	374.00	374	0	1	5	0	0	0	374	0		0	0
2	BEYER	MINI LAV MIC	MCE5.11N(C)	MCE 5.15	374.00	748	1	1	5	0	0	0	748	0	0	0	0
2	BEYER	RIBBON MIC	M260N	Same	414.00	828	2	2	5	0	0	0	0	828	0	0	0
4	ELECTROVOICE	DYNAMIC CARDIOID MIC	RE18	Same	450.00	1,800	0	1	5	0	0	0	1,800	0	0	0	0
3	ELECTROVOICE	DYNAMIC OMNI	635A	Same	142.00	426	0	1	5	0	0	0	426	0	0	0	0
2	ELECTROVOICE	MIC	664	SHURE SM58	213.00	426	0	1	5	0	0	0	426	0	0	0	0
2	ELECTROVOICE	MIC	RE20	Same	597.00	1,194	1	1	5	0	0	0	1,194	0	0	0	0
4	ELECTROVOICE	[illegible] HOUSE	411	Same	31.50	126	0	1	2	126	0	126	0	126	0	126	0
2	ELECTROVOICE	PUSH-TO-TALK PAGING	600EL	Shure 404B	73.75	148	0	1	5	0	0	0	148	0	0	0	0
1	ELECTROVOICE	PUSH-TO-TALK PAGING	621L	Same	196.80	197	0	1	5	0	0	0	197	0	0	0	0
1	ELECTROVOICE	SHORT SHOTGUN	644	DL-42	857.00	857	0	1	8	0	0	0	0	857	0	0	0
10	KM	MIC STAND - VIBRATION ISO BASE		20000B	115.00	1,150	0	1	5	0	0	0	1,150	0	0	0	0
1	SHURE	MIC MIXER	M67	M267	535.00	535	0	1	8	0	0	0	0	857	0	0	0
1	SHURE	PAGING MIC	450	Same	101.25	101	0	1	5	0	0	0	101	0	0	0	0
2	SHURE	PUSH-TO-TALK PAGING	401B	Same	54.00	108	0	1	5	0	0	0	108	0	0	0	0
1	COUNTRYMAN	MIC FOR WIRELESS	MEMWF05BTS	Same	194.00	194	0	1	1	194	194	194	194	194	194	194	194
1	TELEX	RECEIVER 183.8	FMR2	FMR-100	567.00	567	2	2	8	0	0	0	0	0	567	0	0
1	TELEX	TRANSMITTER 183.8	WT80	Same	439.00	439	2	2	8	0	0	0	0	0	439	0	0
Portable Equipment, Mixer:										0	0	0	0	0	0	0	0
2	REALISTIC	FOUR CHANNEL MIC MIX	82-1105A	Same	139.99	280	0	1	3	280	0	0	280	0	0	280	0
Portable Equipment, Power Amplifiers:										0	0	0	0	0	0	0	0
2	ATS[illegible]B SYSTEMS	TRIAMP (IN HIGH INTENS	713	713A	1,749.00	3,498	2	2	10	0	0	0	0	0	0	0	0
1	[illegible]	DUAL CHANNEL POWER	D150	D150A-II	995.00	995	0	1	10	0	0	0	0	0	0	0	0
1	CROS[illegible]	DUAL CHANNEL POWER	DC300A	DC300A-II	1,295.00	1,295	0	1	10	0	0	0	0	0	0	0	0
2	F[illegible] LINEAR	DUAL CHANNEL POWER	300 SERIES 2	Fender SPL-6000	719.00	1,438	0	1	10	0	0	0	0	0	0	0	0
Portable Sound Processing Equipment:										0	0	0	0	0	0	0	0
1	BOSE	PROCESSOR	802 C	802 II C	550.00	550	0	1	6	550	0	0	0	0	0	550	0
1	BOSE	PROCESSOR (EQUALIZE	802 E EQ	802 II C	550.00	550	0	1	6	550	0	0	0	0	0	550	0
1	CUSTOM	REMOTE VCA CONTROL (FOH SYS.)		custom built	300.00	300	0	1	6	300	0	0	0	0	0	300	0
1	DBX	NOISE REDUCTION SYST	224	140x	319.95	320	0	1	8	0	0	0	0	320	0	0	0

Seattle Rep. Sound Equipment Inventory

ENTIALS15.XLW
4/21/96

ENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	13 14	14 15	15 16	16 17	17 18	18 19	19 20	20 21	21 22	22 23	23 24	24 25
	19.00	1,254	3	3	10	1,254	0	0	0	0	0	0	0	0	0	1,254	0
	20.00	80	3	3	10	80	0	0	0	0	0	0	0	0	0	80	0
	70.85	142	3	3	10	142	0	0	0	0	0	0	0	0	0	142	0
	48.24	386	3	3	10	386	0	0	0	0	0	0	0	0	0	386	0
	57.88	116	3	3	10	116	0	0	0	0	0	0	0	0	0	116	0
	19.00	760	1	1	5	0	0	0	760	0	0	0	0	760	0	0	0
	70.85	1,417	3	3	10	1,417	0	0	0	0	0	0	0	0	0	1,417	0
	277.73	278	3	3	10	278	0	0	0	0	0	0	0	0	0	278	0
	25.00	250	3	3	10	250	0	0	0	0	0	0	0	0	0	250	0
	300.00	300	0	1	5	0	0	0	300	0	0	0	0	300	0	0	0
	80.00	80	0	1	5	0	0	0	80	0	0	0	0	80	0	0	0
	198.00	792	3	3	10	792	0	0	0	0	0	0	0	0	0	792	0
						0	0	0	0	0	0	0	0	0	0	0	0
	73.75	74	0	1	5	0	0	0	74	0	0	0	0	74	0	0	0
	60.00	60	2	2	10	0	0	0	0	0	0	0	0	0	60	0	0
	374.00	374	0	1	5	0	0	0	374	0	0	0	0	374	0	0	0
	374.00	748	1	1	5	0	0	0	748	0	0	0	0	748	0	0	0
	414.00	828	2	2	5	0	0	0	0	828	0	0	0	0	828	0	0
	450.00	1,800	0	1	5	0	0	0	1,800	0	0	0	0	1,800	0	0	0
	142.00	426	0	1	5	0	0	0	426	0	0	0	0	426	0	0	0
	213.00	426	0	1	5	0	0	0	426	0	0	0	0	426	0	0	0
	597.00	1,194	1	1	5	0	0	0	1,194	0	0	0	0	1,194	0	0	0
	31.50	126	0	1	2	126	0	126	0	126	0	126	0	126	0	126	0
	73.75	148	0	1	5	0	0	0	148	0	0	0	0	148	0	0	0
	196.80	197	0	1	5	0	0	0	197	0	0	0	0	197	0	0	0
	857.00	857	0	1	8	0	0	0	0	857	0	0	0	0	0	0	0
	115.00	1,150	0	1	5	0	0	0	1,150	0	0	0	0	1,150	0	0	0
	535.00	535	0	1	8	0	0	0	0	857	0	0	0	0	0	0	0
	101.25	101	0	1	5	0	0	0	101	0	0	0	0	101	0	0	0
	54.00	108	0	1	5	0	0	0	108	0	0	0	0	108	0	0	0
	194.00	194	0	1	1	194	194	194	194	194	194	194	194	194	194	194	194
	567.00	567	2	2	8	0	0	0	0	0	567	0	0	0	0	0	0
	439.00	439	2	2	8	0	0	0	0	0	439	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	139.99	280	0	1	3	280	0	0	280	0	0	280	0	0	0	0	0
						0	0	0	0	0	0	0	0	0		0	0
	1,749.00	3,498	2	2	10	0	0	0	0	0	0	0	0	0	3,498	0	0
	995.00	995	0	1	10	0	0	0	0	0	0	0	0	995	0	0	0
	1,295.00	1,295	0	1	10	0	0	0	0	0	0	0	0	1,295	0	0	0
	719.00	1,438	0	1	10	0	0	0	0	0	0	0	0	1,438	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	550.00	550	0	1	6	550	0	0	0	0	0	550	0	0	0	0	0
	550.00	550	0	1	6	550	0	0	0	0	0	550	0	0	0	0	0
	300.00	300	0	1	6	300	0	0	0	0	0	300	0	0	0	0	0
	319.95	320	0	1	8	0	0	0	0	320	0	0	0	0	0	0	0

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Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	13	14	15	16	17	18	19	20	21
										14	15	16	17	18	19	20	21	22
Portable Equipment, Speakers:										0	0	0	0	0	0	0	0	0
3	ALTEC	12" COAX (2ND STAGE)	SPEAKER	Fender SPL2912	720.00	2,160	0	1	5	0	0	0	2,160	0	0	0	0	2,160
1	ALTEC	A7 SPEAKER	A7	Fender	1,200.00	1,200	0	1	5	0	0	0	1,200	0	0	0	0	1,200
10	ARGOS	SPKR BAFFLES 12" TO 4"	VAR	Soundolier	25.00	250	0	1	3	250	0	0	250	0	0	250	0	0
2	BOSE	SPEAKER	802	802 II	998.00	1,996	1	1	5	0	0	0	1,996	0	0	0	0	1,996
1	HISONIC	3 WAY SPEAKER	HS2003	Realistic Optimus-660	49.97	50	0	1	2	50	0	50	0	50	0	50	0	50
				cat # 40-1122		0				0	0	0	0	0	0	0	0	0
4	PEAVY	PERSONAL MONITOR	IMPULSE 2	Same	129.99	520	0	1	5	0	0	0	520	0	0	0	0	520
2	REALISTIC	BOOKSHELF SPEAKER	MC1800	Realistic Minimus-26	14.97	30	0	1	2	30	0	30	0	30	0	30	0	30
				cat # 40-226		0				0	0	0	0	0	0	0	0	0
2	HISONIC	DIECAST MINI SPEAKER	HS5000	Realistic Minimus-7	19.97	40	0	1	3	40	0	0	40	0	0	40	0	0
				cat # 40-2030		0				0	0	0	0	0	0	0	0	0
1	REALISTIC	CAR SPEAKER IN BOX W 1/4" JACK		Realtic 30 Watt Spkr	15.97	16	0	1	2	16	0	16	0	16	0	16	0	16
				cat # 40-1297		0				0	0	0	0	0	0	0	0	0
Portable Equipment, Microphone Stands and Booms:										0	0	0	0	0	0	0	0	0
1	ATLAS	BOOM	BB27	Same	27.50	28	0	1	5	0	0	0	28	0	0	0	0	28
2	ATLAS ?	DESK MIC STAND	DS-7	Same	17.01	34	0	1	5	0	0	0	34	0	0	0	0	34
1	KM	BOOM FOR MIC STAND		21130B	29.00	29	0	1	5	0	0	0	29	0	0	0	0	29
2	KM	SHORT STAND		25910B	69.00	138	0	1	5	0	0	0	138	0	0	0	0	138
2	KM	TALL STAND W/BOOM		21090B	90.00	180	0	1	5	0	0	0	180	0	0	0	0	180
Portable Sound Reproduction Equipment:										0	0	0	0	0	0	0	0	0
2	REALISTIC	CASETTE PLAYER	SCP32	Same cat # 14-660	99.99	200	0	1	2	200	0	200	0	200	0	200	0	200
1	TEAC	REEL TO REEL 10" 1/4 TRK	2CH	Tascam 32	1,799.00	1,799	0	1	8	0	0	0	0	1,799	0	0	0	0
Test Equipment										0	0	0	0	0	0	0	0	0
1	TEKTRONIX	60 MHZ SCOPE	2213	TAS465 100MHZ	1,995.00	1,995	2	2	10	0	0	0	0	0	0	0	0	0
Intercom Equipment										0	0	0	0	0	0	0	0	0
11	CLEAR-COM	PORTABLE SPEAKER ST	KB111/KB111A	KB111A WITH PBOX	466.00	5,126	2	2	10	0	0	0	0	0	0	0	0	0
9	CLEAR-COM	HANDSETS (PHONE TYP	HS-6	Same	90.00	810	0	1	5	0	0	0	810	0	0	0	0	810
2	SHURE	LIGHTWEIGHT HEADSET	SM12A	SM12A-CN	216.50	433	0	1	5	0	0	0	433	0	0	0	0	433
1	TELEX	LIGHTWEIGHT HEADSET	PH-8	Same	126.00	126	0	1	5	0	0	0	126	0	0	0	0	126
6	TELEX	HEADSETS	CS-75	PH1	126.00	756	0	1	5	0	0	0	756	0	0	0	0	756
3	TELEX	HEADSETS	PH-1	Same	126.00	378	1	1	5	0	0	0	378	0	0	0	0	378
3	CLEAR-COM	HEADSETS	CC240	TELEX PH2	155.00	465	0	1	5	0	0	0	465	0	0	0	0	465
10	BEYER	HEADSETS	DT-108	Same	304.00	3,040	0	1	5	0	0	0	3,040	0	0	0	0	3,040
5	TELEX	HEADSETS (NON-FUNCT	CS-75	PH-1	126.00	630	0	1	5	0	0	0	630	0	0	0	0	630
1	TELEX	DOUBLE MUFF HEADSET	CS-61	PH-2	155.00	155	0	1	5	0	0	0	155	0	0	0	0	155
4	CLEAR-COM	BELTPACK (DUAL CHAN	CS-100A	RS-502	299.00	1,196	0	1	8	0	0	0	0	1,196	0	0	0	0
9	CLEAR-COM	BELTPACKS	RS-100A	RS-510	215.00	1,935	0	1	8	0	0	0	0	1,935	0	0	0	0
7	CLEAR-COM	BELTPACK	RS-501	Same	215.00	1,505	1	1	8	0	0	0	0	1,505	0	0	0	0
1	CLEAR-COM	REMOTE STATION** (PC	RM-400	RM-400A	995.00	995	0	1	10	0	0	0	0	0	0	0	0	995
1	CLEAR-COM	MAIN STATION** (SM CO	SB-412	Same	1,981.00	1,981	1	1	10	0	0	0	0	0	0	0	0	1,981
1	CLEAR-COM	REMOTE STATION** (SM	RM400	RM400A	995.00	995	2	2	10	0	0	0	0	0	0	0	0	0
1	CLEAR-COM	2 CHANNEL REMOTE ST	RM-120	RM-226	645.00	645	2	2	10	0	0	0	0	0	0	0	0	0
1	PNTA	STAGE MANAGER'S INTERCOM STATION		CLEAR-COM CS-222	730.00	730	0	1	10	0	0	0	0	0	0	0	0	730
1	PNTA	BLUE BOX* AUX. REM. POWER SUPPLY		Same	190.00	190	0	1	10	0	0	0	0	0	0	0	0	190
5	CLEAR-COM	2 CHANNEL SELECTABLE	WP-2	Same	38.00	190	1	1	10	0	0	0	0	0	0	0	0	190
1	CLEAR-COM	POWER SUPPLY	PS-10	PS-22	429.00	429	0	1	10	0	0	0	0	0	0	0	0	429

Seattle Rep. Sound Equipment Inventory

FNTALST5.XLW
4/21/96

ENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	13	14	15	16	17	18	19	20	21	22	23	24
						14	15	16	17	18	19	20	21	22	23	24	25
						0	0	0	0	0	0	0	0	0	0	0	0
	720.00	2,160	0	1	5	0	0	0	2,160	0	0	0	0	2,160	0	0	0
	1,200.00	1,200	0	1	5	0	0	0	1,200	0	0	0	0	1,200	0	0	0
	25.00	250	0	1	3	250	0	0	250	0	0	250	0	0	250	0	0
	998.00	1,996	1	1	5	0	0	0	1,996	0	0	0	0	1,996	0	0	0
860	49.97	50	0	1	2	50	0	50	0	50	0	50	0	50	0	50	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
	129.99	520	0	1	5	0	0	0	520	0	0	0	0	520	0	0	0
26	14.97	30	0	1	2	30	0	30	0	30	0	30	0	30	0	30	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
7	19.97	40	0	1	3	40	0	0	40	0	0	40	0	0	40	0	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
kr	15.97	16	0	1	2	16	0	16	0	16	0	16	0	16	0	16	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	27.50	28	0	1	5	0	0	0	28	0	0	0	0	28	0	0	0
	17.01	34	0	1	5	0	0	0	34	0	0	0	0	34	0	0	0
	29.00	29	0	1	5	0	0	0	29	0	0	0	0	29	0	0	0
	69.00	138	0	1	5	0	0	0	138	0	0	0	0	138	0	0	0
	90.00	180	0	1	5	0	0	0	180	0	0	0	0	180	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	99.99	200	0	1	2	200	0	200	0	200	0	200	0	200	0	200	0
	1,799.00	1,799	0	1	8	0	0	0	0	1,799	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	1,995.00	1,995	2	2	10	0	0	0	0	0	0	0	0	0	1,995	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
OX	465.00	5,126	2	2	10	0	0	0	0	0	0	0	0	0	5,126	0	0
	90.00	810	0	1	5	0	0	0	810	0	0	0	0	810	0	0	0
	216.50	433	0	1	5	0	0	0	433	0	0	0	0	433	0	0	0
	126.00	126	0	1	5	0	0	0	126	0	0	0	0	126	0	0	0
	126.00	756	0	1	5	0	0	0	756	0	0	0	0	756	0	0	0
	126.00	378	1	1	5	0	0	0	378	0	0	0	0	378	0	0	0
	155.00	465	0	1	5	0	0	0	465	0	0	0	0	465	0	0	0
	304.00	3,040	0	1	5	0	0	0	3,040	0	0	0	0	3,040	0	0	0
	126.00	630	0	1	5	0	0	0	630	0	0	0	0	630	0	0	0
	155.00	155	0	1	5	0	0	0	155	0	0	0	0	155	0	0	0
	299.00	1,196	0	1	8	0	0	0	0	1,196	0	0	0	0	0	0	0
	215.00	1,935	0	1	8	0	0	0	0	1,935	0	0	0	0	0	0	0
	215.00	1,505	1	1	8	0	0	0	0	1,505	0	0	0	0	0	0	0
	995.00	995	0	1	10	0	0	0	0	0	0	0	0	995	0	0	0
	1,981.00	1,981	1	1	10	0	0	0	0	0	0	0	0	1,981	0	0	0
	995.00	995	2	2	10	0	0	0	0	0	0	0	0	0	995	0	0
	645.00	645	2	2	10	0	0	0	0	0	0	0	0	0	645	0	0
22	730.00	730	0	1	10	0	0	0	0	0	0	0	0	730	0	0	0
	190.00	190	0	1	10	0	0	0	0	0	0	0	0	190	0	0	0
	38.00	190	1	1	10	0	0	0	0	0	0	0	0	190	0	0	0
	429.00	429	0	1	10	0	0	0	0	0	0	0	0	429	0	0	0

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST	LIFE Rem.	ADJ LIFE	LIFE New	13	14	15	16	17	18	19	20
										14	15	16	17	18	19	20	21
Infrared Hearing Impaired Assistive System:										0	0	0	0	0	0	0	0
1	EV	MIC	RE18	Same	450.00	450	0	1	5	0	0	0	450	0	0	0	0
3	AKG	SHORT SHOTGUN MIC	C568	C568-EB	469.00	1,407	2	2	12	0	1,407	0	0	0	0	0	0
1	EV	4 X 1 MIXER	ELX1	ELX1-A	766.00	766	0	1	19	0	0	0	0	0	0	0	0
1	RANE	4 X 2 MIXER	FPM42	Same	159.00	159	4	4	10	0	159	0	0	0	0	0	0
1	PNTA	HEADPHONE AMPLIFIER	RHP1	Same	175.00	175	4	4	10	0	175	0	0	0	0	0	0
1	COLUMBIA	HEADPHONES		Generic	50.00	50	0	1	3	50	0	0	50	0	0	50	0
1	ATLAS	MIC STAND W/BOOM	MS-12	Same	81.47	81	0	1	5	0	0	0	81	0	0	0	0
1	REALISTIC	CASSETTE PLAYER	SCP32	Same Cat# 14-660	99.99	100	0	1	2	100	0	100	0	100	0	100	0
7	SENNHEISER	INFRARED EMITTER/TRA	SI1219	Same	1,849.00	12,943	4	4	10	0	12,943	0	0	0	0	0	0
1	RANE	MASTER MODULE	FMM-42	Same	349.00	349	4	4	10	0	349	0	0	0	0	0	0
1	YAMAHA	MIXER, 6-INPUT	M406	6 RANE FM114	349.00	349	4	4	10	0	349	0	0	0	0	0	0
				1 RANE FMM42	349.00	0	4	4	10	0	0	0	0	0	0	0	0
				1 RANE FUR10	55.00	0	4	4	10	0	0	0	0	0	0	0	0
				1 RANE FR58	249.00	0	4	4	10	0	0	0	0	0	0	0	0
										0	0	0	0	0	0	0	0
1	SYMETRIX	DUAL COMPERSSOR/LIM	425	Same	579.00	579	4	4	10	0	579	0	0	0	0	0	0
1	RANE	LINE TRANSFORMER	FLT-22	Same	349.00	349	4	4	10	0	349	0	0	0	0	0	0
2	SENNHEISER	MODULATOR	SI-1013	Same	1,395.00	2,790	4	4	10	0	2,790	0	0	0	0	0	0
27	SENNHEISER	INFRARED HEADSET RE	H-200	Same	245.00	6,615	2	2	5	0	0	0	0	6,615	0	0	0
22	SENNHEISER	INFRARED HEADSET RE	HDI-405-S	RI-100A	120.00	2,640	0	2	5	0	0	0	0	2,640	0	0	0
1	SENNHEISER	10 PORT CHARGING STR	L92-10	Same	245.00	245	2	2	10	0	0	0	0	0	0	0	0
1	SENNHEISER	20 PORT CHARGING STR	L92-20	Same	305.00	305	2	2	10	0	0	0	0	0	0	0	0
						0				0	0	0	0	0	0	0	0
Main Sound:										0	0	0	0	0	0	0	0
1	TECHNICS	CD PLAYER	SLP770	Sony CDP-315	315.00	315	2	2	8	0	0	0	0	0	315	0	0
4		POWER SWITCH PANEL		Soundolier ACRL-191A	215.56	862	2	2	10	0	0	0	0	0	0	0	0
4	ADC	24 X 2 TRS PATCH BAY	P-KIT1	Same	198.00	792	2	2	10	0	0	0	0	0	0	0	0
1	CUSTOM	SPEAKER PATCH 36SPK X 8	P4F	custom built	1,300.00	1,300	2	2	10	0	0	0	0	0	0	0	0
1	TASCAM	DAT RECORDER	DA30	Same	1,299.00	1,299	2	2	8	0	0	0	0	0	1,299	0	0
2	OTARI	RACK FOR 5050B	ROLLING RACK	Tascam RTS15	350.00	700	2	2	10	0	0	0	0	0	0	0	0
1	SOUNDOLIER	ROLLING RACK, 1/2 HEIG	RX1-24	Same	551.18	551	2	2	10	0	0	0	0	0	0	0	0
1	ANDERSON	12 IN X 12 OUT MIXING C	SR6000B	See next 7 lines		0	0	0		0	0	0	0	0	0	0	0
1	ANDERSON	POWER SUPPLY, CONSOLE		Part of Mixer Console		0	0	0		0	0	0	0	0	0	0	0
1	ANDERSON	REMOTE CONTROL CONSOLE		Part of Mixer Console		0	0	0		0	0	0	0	0	0	0	0
1	APPLE	COMPUTER	II PLUS	Part of Mixer Consoln		0	0	0		0	0	0	0	0	0	0	0
1				COMPUTER	3,000.00	3,000		5	10	0	0	3,000	0	0	0	0	0
1				AUTO MIXER	25,000.00	25,000		5	10	0	0	25,000	0	0	0	0	0
1				MANUAL MIXER	9,000.00	9,000		5	10	0	0	9,000	0	0	0	0	0
1				REMOTE MIXER	4,000.00	4,000		5	10	0	0	4,000	0	0	0	0	0
				Total	41,000.00	0				0	0	0	0	0	0	0	0
4	ATD/AB SYSTEMS	BIAMPLIFIER	712	712A	1,449.00	5,796	2	2	10	0	0	0	0	0	0	0	0
2	ATD/AB SYSTEMS	DUAL CHANNEL AMPLIFI	722	722A	1,329.00	2,658	2	2	10	0	0	0	0	0	0	0	0
5	ATD/AB SYSTEMS	DUAL CHANNEL BIAMP	524	524A	1,449.00	7,245	0	5	10	0	0	7,245	0	0	0	0	0
1	ATD/AB SYSTEMS	DUAL CHANNEL POWER	422	422A	969.00	969	2	2	10	0	0	0	0	0	0	0	0
1	ATD/AB SYSTEMS	DUAL CHANNEL POWER	422	422A	969.00	969	2	2	10	0	0	0	0	0	0	0	0
1	ART	DIGITAL DELAY(EFFECTS	MULTIVERB III	472 Alpha SE	549.00	549	3	3	10	549	0	0	0	0	0	0	0
1	CUSTOM	CONTROL PANEL (HOUSE SYS)		custom built	500.00	500	0	1	10	0	0	0	0	0	0	0	0
1	CUSTOM	CROSSOVER CARDS/CARD CAGE/PS		custom built	1,000.00	1,000	0	1	10	0	0	0	0	0	0	0	50
1	CUSTOM	VCA CONTROL PANEL		custom built	1,000.00	1,000	0	1	10	0	0	0	0	0	0	0	1,00
																	1,00

Seattle Rep. Sound Equipment Inventory

PNTALS16.XLW
4/21/98

	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	13	14	15	16	17	18	19	20	21	22	23	24
						14	15	16	17	18	19	20	21	22	23	24	25
						0	0	0	0	0	0	0	0	0	0	0	0
	450.00	450	0	1	5	0	0	0	450	0	0	0	0	450	0	0	0
	469.00	1,407	2	2	12	0	1,407	0	0	0	0	0	0	0	0	0	0
	766.00	766	0	1	10	0	0	0	0	0	0	0	0	766	0	0	0
	159.00	159	4	4	10	0	159	0	0	0	0	0	0	0	0	0	159
	175.00	175	4	4	10	0	175	0	0	0	0	0	0	0	0	0	175
	50.00	50	0	1	3	50	0	0	50	0	0	50	0	0	50	0	0
	81.47	81	0	1	5	0	0	0	81	0	0	0	0	81	0	0	0
	99.99	100	0	1	2	100	0	100	0	100	0	100	0	100	0	100	0
	1,849.00	12,943	4	4	10	0	12,943	0	0	0	0	0	0	0	0	0	12,943
	349.00	349	4	4	10	0	349	0	0	0	0	0	0	0	0	0	349
	349.00	349	4	4	10	0	349	0	0	0	[illegible]	0	0	0	0	0	349
	349.00	0	4	4	10	0	0	0	0	[illegible]		0	0	0	0	0	0
	55.00	0	4	4	10	0	0	0	0	0		0	0	0	0	0	0
	249.00	0	4	4	10	0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	579.00	579	4	4	10	0	579	0	0	0	0	0	0	0	0	0	579
	349.00	349	4	4	10	0	349	0	0	0	0	0	0	0	0	0	349
	1,395.00	2,790	4	4	10	0	2,790	0	0	0	0	0	0	0	0	0	2,790
	245.00	6,615	2	2	5	0	0	0	0	6,615	0	0	0	0	6,615	0	0
	120.00	2,640	0	2	5	0	0	0	0	2,640	0	0	0	0	2,640	0	0
	245.00	245	2	2	10	0	0	0	0	0	0	0	0	0	245	0	0
	305.00	305	2	2	10	0	0	0	0	0	0	0	0	0	305	0	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	315.00	315	2	2	8	0	0	0	0	0	315	0	0	0	0	0	0
1A	215.56	862	2	2	10	0	0	0	0	0	0	0	0	0	862	0	0
	198.00	792	2	2	10	0	0	0	0	0	0	0	0	0	792	0	0
	1,300.00	1,300	2	2	10	0	0	0	0	0	0	0	0	0	1,300	0	0
	1,299.00	1,299	2	2	8	0	0	0	0	0	1,299	0	0	0	0	0	0
	350.00	700	2	2	10	0	0	0	0	0	0	0	0	0	700	0	0
	551.18	551	2	2	10	0	0	0	0	0	0	0	0	0	551	0	0
		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
e		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
e		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
e		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
	3,000.00	3,000		5	10	0	0	3,000	0	0	0	0	0	0	0	0	0
	25,000.00	25,000		5	10	0	0	25,000	0	0	0	0	0	0	0	0	0
	9,000.00	9,000		5	10	0	0	9,000	0	0	0	0	0	0	0	0	0
	4,000.00	4,000		5	10	0	0	4,000	0	0	0	0	0	0	0	0	0
Total	41,000.00	0				0	0	0	0	0	0	0	0	0	0	0	0
	1,449.00	5,796	2	2	10	0	0	0	0	0	0	0	0	0	5,796	0	0
	1,329.00	2,658	2	2	10	0	0	0	0	0	0	0	0	0	2,658	0	0
	1,449.00	7,245	0	5	10	0	0	7,245	0	0	0	0	0	0	0	0	0
	969.00	969	2	2	10	0	0	0	0	0	0	0	0	0	969	0	0
	969.00	969	2	2	10	0	0	0	0	0	0	0	0	0	969	0	0
	549.00	549	3	3	10	549	0	0	0	0	0	0	0	0	0	549	0
	500.00	500	0	1	10	0	0	0	0	0	0	0	0	500	0	0	0
	1,000.00	1,000	0	1	10	0	0	0	0	0	0	0	0	1,000	0	0	0
	1,000.00	1,000	0	1	10	0	0	0	0	0	0	0	0	1,000	0	0	0

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Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	13	14	15	16	17	18	19	20	21
										14	15	16	17	18	19	20	21	22
1	DBX	MAINFRAME	900 SERIES	900A	599.95	600	2	2	10	0	0	0	0	0	0	0	0	0
2	DBX	NOISE RED. DECODER 2	942	942A	269.95	540	2	2	10	0	0	0	0	0	0	0	0	0
2	DBX	NOISE RED.ENCODER,2	941	941a	259.95	520	2	2	10	0	0	0	0	0	0	0	0	0
1	LEXICON	DIGITAL DELAY	92	Rane AD22-B	829.00	829	0	1	10	0	0	0	0	0	0	0	0	829
1	PIONEER	STEREO RECEIVER	SX202	GENERIC	200.00	200	0	1	5	0	0	0	200	0	0	0	0	200
1	RTS	PHONO PREAMP	495	Same	348.00	348	2	2	10	0	0	0	0	0	0	0	0	0
2	WHITE	1/3 OCTAVE EQ	4320	4400	1,100.00	2,200	2	2	10	0	0	0	0	0	0	0	0	0
4	CUSTOM	LOUDSPEAKER	MEDIUM INTENS	EAW FR 153 HR	1,150.00	4,600	0	1	5	0	0	0	4,600	0	0	0	0	4,600
2	CUSTOM	LOUDSPEAKER	HIGH INTENS	EAW FR 253HI	1,850.00	3,700	0	1	5	0	0	0	3,700	0	0	0	0	3,700
12	CUSTOM	LOUDSPEAKER	LOW INTENS	EAW UB 12	220.00	2,640	0	1	5	0	0	0	2,640	0	0	0	0	2,640
2	JBL	MONITOR 3-WAY	4401	4401-A	462.00	924	1	1	8	0	0	0	0	924	0	0	0	0
1	JBL	SUBWOOFER	128H	128H-1	175.00	175	1	1	8	0	0	0	0	175	0	0	0	0
1	NAKAMICHI	CASSETTE RECORDER	MR1	Denon DN790R	950.00	950	1	1	8	0	0	0	0	950	0	0	0	0
1	NAKAMICHI	REMOTE CONTROL	RM5	CUSTOM	150.00	150	1	1	10	0	0	0	0	0	0	0	0	150
1	OTARI	2 CHANNEL TAPE DECK	MX5050B-II	MX5050B-III	3,459.00	3,459	2	2	10	0	0	0	0	0	0	0	0	0
2	OTARI	4TRACK TAPE RECORDE	MX5050BQ-II	MX5050BQ-III	5,418.00	10,836	2	2	10	0	0	0	0	0	0	0	0	0
2	OTARI	AUTOLOCATOR	CB-116/ZA54C	Incl. w/ MX5050 series	N/App					0	0	0	0	0	0	0	0	0
1	TECHNICS	CASSETTE RECORDER	RSB105	Sony 615 3-Head Deck	350.00	350	0	1	5	0	0	0	350	0	0	0	0	350
1	TECHNICS	CASSETTE RECORDER,	RST920	Technics 575	250.00	250	0	1	3	250	0	0	250	0	0	250	0	0
1	DUAL	TURNTABLE	CS741Q	CS750	750.00	750	2	2	10	0	0	0	0	0	0	0	0	0
1	STANTON	PHONOGRAPH CARTRIDGE		Shure BC-90	126.00	126	0	1	4	126	0	0	0	126	0	0	0	126
	CUSTOM	MAIN CENTER SPEAKER CLUSTER		1-EAW KF695HR	2,995.00	0	1	1	5	0	0	0	0	0	0	0	0	0
				2-EAW KF650HR	2,915.00	0	1	1	5	0	0	0	0	0	0	0	0	0
				1-EAW SB528PD2	1,950.00	0	1	1	5	0	0	0	0	0	0	0	0	0
				1-EAW MX800i-653	2,890.00	0	1	1	5	0	0	0	0	0	0	0	0	0
20	CUSTOM	UNDERBALCONY DELAY SPEAKERS		EAW L8/CX2X0	200.00	4,000	1	1	5	0	0	0	4,000	0	0	0	0	4,000
						0				0	0	0	0	0	0	0	0	0
Page/Monitor System:										0	0	0	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	0	0	0	0	0	0	0	0
1		POWER SWITCH PANEL		Soundolier ACRL-191A	215.56	216	2	2	10	0	0	0	0	0	0	0	0	0
1	SOUNDOLIER	ATTENUATOR PANEL (4	AT-XX	AT-35	36.42	36	2	2	10	0	0	0	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	320B	6500T/36	774.00	774	2	2	10	0	0	0	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	0	0	0	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	0	0	0	0	0	0	0	0
4	ALTEC	LIMITER AMPLIFIER	1612B	See next 3 lines		0	0	0		0	0	0	0	0	0	0	0	0
				1 Rane FPM42 and	429.00	0			10	0	0	0	0	0	0	0	0	0
				1 Rane FSC22 and	399.00	0			10	0	0	0	0	0	0	0	0	0
				1 FTT2	39.00	0			10	0	0	0	0	0	0	0	0	0
4										0	0	0	0	0	0	0	0	0
1	ALTEC	25 X 3POS SELECTOR SWITCH		CUSTOM	400.00	400	0	1	10	0	0	0	0	0	0	0	0	400
6	ELECTROVOICE	PUSH-TO-TALK PAGING	600EL	Shure 404B	73.75	443	0	1	5	0	0	0	443	0	0	0	0	443
NC		DRESSING ROOM SPEAKERS ***								0	0	0	0	0	0	0	0	0
Miscellaneous:										0	0	0	0	0	0	0	0	0
1	REALISTIC	TURBO STEREO AMPLIFI	SA10	Realistic Amplifier	59.99	60	0	1	3	60	0	0	60	0	0	60	0	0
				cat # 31-1957		0				0	0	0	0	0	0	0	0	0
1	CUSTOM	STAGE MANAGERS PANEL *		CUSTOM	3,500.00	3,500	1	1	10	0	0	0	0	0	0	0	0	3,500
1	CUSTOM	REMOTE STAGE MANAGERS PANEL *		CUSTOM	1,000.00	1,000	1	1	10	0	0	0	0	0	0	0	0	1,000
1	CUSTOM	PRODUCTION CONTROL PANEL *		CUSTOM	7,500.00	7,500	1	1	10	0	0	0	0	0	0	0	0	7,500
15	CUSTOM	JACK PLATES "A-PLATES"		CUSTOM	250.00	3,750	1	1	10	0	0	0	0	0	0	0	0	3,750
		Total Cash Cost Allocated by Year through lease				823,955				8,435	19,294	48,961	38,551	21,443	2,814	3,046	194	66,907

* Cost includes cabinet and components not listed elsewhere (ie lobby chimes, cue light control circuitry etc.)
Other components of these panels are listed as part of their respective systems

** Price includes $400.00 for custom modifications to interface to page/monitor system.

*** SRT is to provide count and replacement information.

Seattle Rep. Sound Equipment Inventory

PNTALST5.XLW
4/21/96

T	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	13	14	15	16	17	18	19	20	21	22	23	24
						14	15	16	17	18	19	20	21	22	23	24	25
	599.95	600	2	2	10	0	0	0	0	0	0	0	0	0	600	0	0
	269.95	540	2	2	10	0	0	0	0	0	0	0	0	0	540	0	0
	259.95	520	2	2	10	0	0	0	0	0	0	0	0	0	520	0	0
	829.00	829	0	1	10	0	0	0	0	0	0	0	0	829	0	0	0
	200.00	200	0	1	5	0	0	0	200	0	0	0	0	200	0	0	0
	348.00	348	2	2	10	0	0	0	0	0	0	0	0	0	348	0	0
	1,100.00	2,200	2	2	10	0	0	0	0	0	0	0	0	0	2,200	0	0
	1,150.00	4,600	0	1	5	0	0	0	4,600	0	0	0	0	4,600	0	0	0
	1,850.00	3,700	0	1	5	0	0	0	3,700	0	0	0	0	3,700	0	0	0
	220.00	2,640	0	1	5	0	0	0	2,640	0	0	0	0	2,640	0	0	0
	462.00	924	1	1	8	0	0	0	0	924	0	0	0	0	0	0	0
	175.00	175	1	1	8	0	0	0	0	175	0	0	0	0	0	0	0
	950.00	950	1	1	8	0	0	0	0	950	0	0	0	0	0	0	0
	150.00	150	1	1	10	0	0	0	0	0	0	0	0	150	0	0	0
	3,459.00	3,459	2	2	10	0	0	0	0	0	0	0	0	0	3,459	0	0
	5,418.00	10,836	2	2	10	0	0	0	0	0	0	0	0	0	10,836	0	0
s	N/App					0	0	0	0	0	0	0	0	0	0	0	0
ck	350.00	350	0	1	5	0	0	0	350	0	0	0	0	350	0	0	0
	250.00	250	0	1	3	250	0	0	250	0	0	250	0	0	250	0	0
	750.00	750	2	2	10	0	0	0	0	0	0	0	0	0	750	0	0
	126.00	126	0	1	4	126	0	0	0	126	0	0	0	126	0	0	0
	2,995.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
	2,915.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
	1,950.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
	2,890.00	0	1	1	5	0	0	0	0	0	0	0	0	0	0	0	0
	200.00	4,000	1	1	5	0	0	0	4,000	0	0	0	0	4,000	0	0	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	1,064.00	1,064	2	2	10	0	0	0	0	0	0	0	0	0	1,064	0	0
A	215.56	216	2	2	10	0	0	0	0	0	0	0	0	0	216	0	0
	36.42	36	2	2	10	0	0	0	0	0	0	0	0	0	36	0	0
	774.00	774	2	2	10	0	0	0	0	0	0	0	0	0	774	0	0
	1,064.00	1,064	2	2	10	0	0	0	0	0	0	0	0	0	1,064	0	0
	1,064.00	1,064	2	2	10	0	0	0	0	0	0	0	0	0	1,064	0	0
		0	0	0		0	0	0	0	0	0	0	0	0	0	0	0
	429.00	0			10	0	0	0	0	0	0	0	0	0	0	0	0
	399.00	0			10	0	0	0	0	0	0	0	0	0	0	0	0
	39.00	0			10	0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	400.00	400	0	1	10	0	0	0	0	0	0	0	0	400	0	0	0
	73.75	443	0	1	5	0	0	0	443	0	0	0	0	443	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
						0	0	0	0	0	0	0	0	0	0	0	0
	59.99	60	0	1	3	60	0	0	60	0	0	60	0	0	60	0	0
		0				0	0	0	0	0	0	0	0	0	0	0	0
	3,500.00	3,500	1	1	10	0	0	0	0	0	0	0	0	3,500	0	0	0
	1,000.00	1,000	1	1	10	0	0	0	0	0	0	0	0	1,000	0	0	0
	7,500.00	7,500	1	1	10	0	0	0	0	0	0	0	0	7,500	0	0	0
	250.00	3,750	1	1	10	0	0	0	0	0	0	0	0	3,750	0	0	0
		823,955				8,435	19,294	48,961	38,551	21,443	2,814	3,046	194	66,907	62,144	5,979	17,887

light control circuitry etc.)

em.

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Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25 26	26 27	27 28	28 29	29 30
Cable and Accessories:														
66	ADC	TRS PATCH CABLE	PJ82 (TYPICAL)	Bantam BK3B	19.00	1,254	3	3	10	0	0	0	0	0
4		P4 RE END ADAPTERS		Same	20.00	80	3	3	10	0	0	0	0	0
2		P' CABLES APPROX 50'		Same	70.85	142	3	3	10	0	0	0	0	0
5		P4-P4 JUMPERS		Same	48.24	386	3	3	10	0	0	0	0	0
2		P4F TO P4M X: TWOFERS		Same	57.88	116	3	3	10	0	0	0	0	0
40	VAR	25' MIC CABLE	MIC CABLE	Whirlwind	19.00	760	1	1	5	0	760	0	0	0
20	VAR	SPEAKER CABLE P4-P4		M & F plugs/ Wire	70.85	1,417	3	3	10	0	0	0	0	0
1		15 FR MIC SNAKE 100'		2- 50' 16 cond.	277.73	278	3	3	10	0	0	0	0	0
10		TRS TO XLR		Same	25.00	250	3	3	10	0	0	0	0	0
1		LOT TAPE ACCESSORIES		Same	300.00	300	0	1	5	0	300	0	0	0
1		LOT XLR, 1/4" CABLES		Same	80.00	80	0	1	5	0	80	0	0	0
4	ADC	24 X 2 TRS PATCHBAY		Same	198.00	792	3	3	10	0	0	0	0	0
Portable Equipment: Microphones										0	0	0	0	0
1	ASTATIC	PUSH-TO-TALK PAGING	611	Shure 404B	73.75	74	0	1	5	0	74	0	0	0
1	AT	SHOCK MOUNT MIC	AT8410A	Same	60.00	60	2	2	10	0	0	0	0	0
1	BEYER	DYNAMIC LAV MIC	M111	MCE 5.15	374.00	374	0	1	5	0	374	0	0	0
2	BEYER	MINI LAV MIC	MCE5.11N(C)	MCE 5.15	374.00	748	1	1	5	0	748	0	0	0
2	BEYER	RIBBON MIC	M260N	Same	414.00	828	2	2	5	0	0	828	0	0
4	ELECTROVOICE	DYNAMIC CARDIOID MIC	RE18	Same	450.00	1,800	0	1	5	0	1,800	0	0	0
3	ELECTROVOICE	DYNAMIC OMNI	635A	Same	142.00	426	0	1	5	0	426	0	0	0
2	ELECTROVOICE	MIC	664	SHURE SM58	213.00	426	0	1	5	0	426	0	0	0
2	ELECTROVOICE	MIC	RE20	Same	597.00	1,194	1	1	5	0	1,194	0	0	0
4	ELECTROVOICE	MIC MOUSE	411	Same	31.50	126	0	1	2	126	0	126	0	126
2	ELECTROVOICE	PUSH-TO-TALK PAGING	600EL	Shure 404B	73.75	148	0	1	5	0	148	0	0	0
1	ELECTROVOICE	PUSH-TO-TALK PAGING	621L	Same	196.80	197	0	1	5	0	197	0	0	0
1	ELECTROVOICE	SHORT SHOTGUN	644	DL-42	857.00	857	0	1	8	857	0	0	0	0
10	KM	MIC STAND - VIBRATION ISO BASE		20000B	115.00	1,150	0	1	5	0	1,150	0	0	0
1	SHURE	MIC MIXER	M67	M267	535.00	535	0	1	8	535	0	0	0	0
1	SHURE	PAGING MIC	450	Same	101.25	101	0	1	5	0	101	0	0	0
2	SHURE	PUSH-TO-TALK PAGING	401B	Same	54.00	108	0	1	5	0	108	0	0	0
1	COUNTRYMAN	MIC FOR WIRELESS	MEMWF05BTS	Same	194.00	194	0	1	1	194	194	194	194	194
1	TELEX	RECEIVER 183.8	FMR2	FMR-100	567.00	567	2	2	8	0	567	0	0	0
1	TELEX	TRANSMITTER 183.8	WT80	Same	439.00	439	2	2	8	0	439	0	0	0
Portable Equipment, Mixer:										0	0	0	0	0
2	REALISTIC	FOUR CHANNEL MIC MIX	62-1105A	Same	139.59	280	0	1	3	280	0	0	280	0
Portable Equipment, Power Amplifiers:										0	0	0	0	0
2	ATD/AB SYSTEMS	TRIAMP (IN HIGH INTENS	713	713A	1,749.00	3,498	2	2	10	0	0	0	0	0
1	CROWN	DUAL CHANNEL POWER	D150	D150A-II	995.00	995	0	1	10	0	0	0	0	0
1	CROWN	DUAL CHANNEL POWER	DC300A	DC300A-II	1,295.00	1,295	0	1	10	0	0	0	0	0
2	PHASE LINEAR	DUAL CHANNEL POWER	300 SERIES 2	Fender SFL-6000	719.00	1,438	0	1	10	0	0	0	0	0
Portable Sound Processing Equipment:										0	0	0	0	0
1	BOSE	PROCESSOR	802 C	802 II C	550.00	550	0	1	6	550	0	0	0	0
1	BOSE	PROCESSOR (EQUALIZE	802 E EQ	802 II C	550.00	550	0	1	6	550	0	0	0	0
1	CUSTOM	REMOTE VCA CONTROL (FOH SYS.)		custom built	300.00	300	0	1	6	300	0	0	0	0
1	DBX	NOISE REDUCTION SYST	224	140x	319.95	320	0	1	8	320	0	0	0	0

Seattle Rep. Sound Equipment Inventory

COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25 26	26 27	27 28	28 29	29 30
19.00	1,254	3	3	10	0	0	0	0	0
20.00	80	3	3	10	0	0	0	0	0
70.85	142	3	3	10	0	0	0	0	0
48.24	386	3	3	10	0	0	0	0	0
57.88	116	3	3	10	0	0	0	0	0
19.00	760	1	1	5	0	760	0	0	0
70.85	1,417	3	3	10	0	0	0	0	0
277.73	278	3	3	10	0	0	0	0	0
25.00	250	3	3	10	0	0	0	0	0
300.00	300	0	1	5	0	300	0	0	0
80.00	80	0	1	5	0	80	0	0	0
198.00	792	3	3	10	0	0	0	0	0
					0	0	0	0	0
73.75	74	0	1	5	0	74	0	0	0
60.00	60	2	2	10	0	0	0	0	0
374.00	374	0	1	5	0	374	0	0	0
374.00	748	1	1	5	0	748	0	0	0
414.00	828	2	2	5	0	0	828	0	0
450.00	1,800	0	1	5	0	1,800	0	0	0
142.00	426	0	1	5	0	426	0	0	0
213.00	426	0	1	5	0	426	0	0	0
597.00	1,194	1	1	5	0	1,194	0	0	0
31.50	126	0	1	2	126	0	126	0	126
73.75	148	0	1	5	0	148	0	0	0
196.60	197	0	1	5	0	197	0	0	0
857.00	857	0	1	8	857	0	0	0	0
115.00	1,150	0	1	5	0	1,150	0	0	0
535.00	535	0	1	8	535	0	0	0	0
101.25	101	0	1	5	0	101	0	0	0
54.00	108	0	1	5	0	108	0	0	0
194.00	194	0	1	1	194	194	194	194	194
567.00	567	2	2	8	0	567	0	0	0
439.00	439	2	2	8	0	439	0	0	0
					0	0	0	0	0
139.99	280	0	1	3	280	0	0	280	0
					0	0	0	0	0
1,749.00	3,498	2	2	10	0	0	0	0	0
995.00	995	0	1	10	0	0	0	0	0
1,295.00	1,295	0	1	10	0	0	0	0	0
719.00	1,438	0	1	10	0	0	0	0	0
					0	0	0	0	0
550.00	550	0	1	6	550	0	0	0	0
550.00	550	0	1	6	550	0	0	0	0
300.00	300	0	1	6	300	0	0	0	0
319.95	320	0	1	8	320	0	0	0	0

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Seattle Rep. Sound Equipment Inventory

QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25 26	26 27	27 28	28 29	29 30
Portable Equipment, Speakers:										0	0	0	0	0
3	ALTEC	12" COAX (2ND STAGE) SPEAKER		Fender SPL2912	720.00	2,160	0	1	5	0	2,160	0	0	0
1	ALTEC	A7 SPEAKER	A7	Fender	1,200.00	1,200	0	1	5	0	1,200	0	0	0
10	ARGOS	SPKR BAFFLES 12" TO 4"	VAR	Soundolier	25.00	250	0	1	3	250	0	0	250	0
2	BOSE	SPEAKER	802	802 II	998.00	1,996	1	1	5	0	1,996	0	0	0
1	HISONIC	3 WAY SPEAKER	HS2003	Realistic Optimus-660	49.97	50	0	1	2	50	0	50	0	50
				cat # 40-1122		0				0	0	0	0	0
4	PEAVY	PERSONAL MONITOR	IMPULSE 2	Same	129.99	520	0	1	5	0	520	0	0	0
2	REALISTIC	BOOKSHELF SPEAKER	MC1800	Realistic Minimus-26	14.97	30	0	1	2	30	0	30	0	30
				cat # 40-226		0				0	0	0	0	0
2	HISONIC	DIECAST MINI SPEAKER	HS5000	Realistic Minimus-7	19.97	40	0	1	3	40	0	0	40	0
				cat # 40-2030		0				0	0	0	0	0
1	REALISTIC	CAR SPEAKER IN BOX W 1/4" JACK		Realtic 30 Watt Spkr	15.97	16	0	1	2	16	0	16	0	16
				cat # 40-1297		0				0	0	0	0	0
Portable Equipment, Microphone Stands and Booms:										0	0	0	0	0
1	ATLAS	BOOM	BB77	Same	27.50	28	0	1	5	0	28	0	0	0
2	ATLAS ?	DESK MIC STAND	DS-7	Same	17.01	34	0	1	5	0	34	0	0	0
1	KM	BOOM FOR MIC STAND		21130B	29.00	29	0	1	5	0	29	0	0	0
2	KM	SHORT STAND		25910B	69.00	138	0	1	5	0	138	0	0	0
2	KM	TALL STAND W/BOOM		21090B	90.00	180	0	1	5	0	180	0	0	0
Portable Sound Reproduction Equipment:										0	0	0	0	0
2	REALISTIC	CASETTE PLAYER	SCP32	Same cat # 14-660	99.99	200	0	1	2	200	0	200	0	200
1	TEAC	REEL TO REEL 10" 1/4 TRX 2CH		Tascam 32	1,799.00	1,799	0	1	8	1,799	0	0	0	0
Test Equipment										0	0	0	0	0
1	TEKTRONIX	60 MHZ SCOPE	2213	TAS465 100MHZ	1,995.00	1,995	2	2	10	0	0	0	0	0
Intercom Equipment										0	0	0	0	0
11	CLEAR-COM	PORTABLE SPEAKER ST	KB111/KB111A	KB111A WITH PBOX	466.00	5,126	2	2	10	0	0	0	0	0
9	CLEAR-COM	HANDSETS (PHONE TYP	HS-6	Same	90.00	810	0	1	5	0	810	0	0	0
2	SHURE	LIGHTWEIGHT HEADSET	SM12A	SM12A-CN	216.50	433	0	1	5	0	433	0	0	0
1	TELEX	LIGHTWEIGHT HEADSET	PH-8	Same	126.00	126	0	1	5	0	126	0	0	0
6	TELEX	HEADSETS	CS-75	PH1	126.00	756	0	1	5	0	756	0	0	0
3	TELEX	HEADSETS	PH-1	Same	126.00	378	1	1	5	0	378	0	0	0
3	CLEAR-COM	HEADSETS	CC240	TELEX PH2	155.00	465	0	1	5	0	465	0	0	0
10	BEYER	HEADSETS	DT-108	Same	304.00	3,040	0	1	5	0	3,040	0	0	0
5	TELEX	HEADSETS (NON-FUNCT	CS-75	PH-1	126.00	630	0	1	5	0	630	0	0	0
1	TELEX	DOUBLE MUFF HEADSET	CS-61	PH-2	155.00	155	0	1	5	0	155	0	0	0
4	CLEAR-COM	BELTPACK (DUAL CHAN	CS-100A	RS-502	299.00	1,196	0	1	8	1,196	0	0	0	0
9	CLEAR-COM	BELTPACKS	RS-100A	RS-510	215.00	1,935	0	1	8	1,935	0	0	0	0
7	CLEAR-COM	BELTPACK	RS-501	Same	215.00	1,505	1	1	8	1,505	0	0	0	0
1	CLEAR-COM	REMOTE STATION** (PC	RM-400	RM-400A	995.00	995	0	1	10	0	0	0	0	0
1	CLEAR-COM	MAIN STATION** (SM CO	SB-412	Same	1,981.00	1,981	1	1	10	0	0	0	0	0
1	CLEAR-COM	REMOTE STATION** (SM	RM400	RM400A	995.00	995	2	2	10	0	0	0	0	0
1	CLEAR-COM	2 CHANNEL REMOTE ST	RM-120	RM-220	645.00	645	2	2	10	0	0	0	0	0
1	PINTA	STAGE MANAGER'S INTERCOM STATION		CLEAR-COM CS-222	730.00	730	0	1	10	0	0	0	0	0
1	PINTA	BLUE BOX* AUX. REM. POWER SUPPLY		Same	190.00	190	0	1	10	0	0	0	0	0
5	CLEAR-COM	2 CHANNEL SELECTABLE	WP-2	Same	38.00	190	1	1	10	0	0	0	0	0
1	CLEAR-COM	POWER SUPPLY	PS-10	PS-22	429.00	429	0	1	10	0	0	0	0	0

Seattle Rep. Sound Equipment Inventory

T	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25	26	27	28	29
						26	27	28	29	30
						0	0	0	0	0
	720.00	2,160	0	1	5	0	2,160	0	0	0
	1,200.00	1,200	0	1	5	0	1,200	0	0	0
	25.00	250	0	1	3	250	0	0	250	0
	998.00	1,996	1	1	5	0	1,996	0	0	0
0	49.97	50	0	1	2	50	0	50	0	50
		0				0	0	0	0	0
	129.99	520	0	1	5	0	520	0	0	0
	14.97	30	0	1	2	30	0	30	0	30
		0				0	0	0	0	0
	19.97	40	0	1	3	40	0	0	40	0
		0				0	0	0	0	0
r	15.97	16	0	1	2	16	0	16	0	16
		0				0	0	0	0	0
						0	0	0	0	0
	27.50	28	0	1	5	0	28	0	0	0
	17.01	34	0	1	5	0	34	0	0	0
	29.00	29	0	1	5	0	29	0	0	0
	69.00	138	0	1	5	0	138	0	0	0
	90.00	180	0	1	5	0	180	0	0	0
						0	0	0	0	0
	99.99	200	0	1	2	200	0	200	0	200
	1,799.00	1,799	0	1	8	1,799	0	0	0	0
						0	0	0	0	0
	1,995.00	1,995	2	2	10	0	0	0	0	0
						0	0	0	0	0
X	466.00	5,126	2	2	10	0	0	0	0	0
	90.00	810	0	1	5	0	810	0	0	0
	21.50	433	0	1	5	0	433	0	0	0
	126.00	126	0	1	5	0	126	0	0	0
	126.00	756	0	1	5	0	756	0	0	0
	126.00	378	1	1	5	0	378	0	0	0
	155.00	465	0	1	5	0	465	0	0	0
	304.00	3,040	0	1	5	0	3,040	0	0	0
	126.00	630	0	1	5	0	630	0	0	0
	155.00	155	0	1	5	0	155	0	0	0
	299.00	1,196	0	1	8	1,196	0	0	0	0
	215.00	1,935	0	1	8	1,935	0	0	0	0
	215.00	1,505	1	1	8	1,505	0	0	0	0
	995.00	995	0	1	10	0	0	0	0	0
	1,991.00	1,981	1	1	10	0	0	0	0	0
	995.00	995	2	2	10	0	0	0	0	0
	645.00	645	2	2	10	0	0	0	0	0
22	730.00	730	0	1	10	0	0	0	0	0
	190.00	190	0	1	10	0	0	0	0	0
	38.00	190	1	1	10	0	0	0	0	0
	429.00	429	0	1	10	0	0	0	0	0

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QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25 26	26 27	27 28	28 29	29 30
Infrared Hearing Impaired Assistive System:										0	0	0	0	0
1	EV	MIC	RE18	Same	450.00	450	0	[illegible]	5	0	450	0	0	0
3	AKG	SHORT SHOTGUN MIC	C568	C568-EB	469.00	1,407	2	2	12	0	1,407	0	0	0
1	EV	4 X 1 MIXER	ELX1	ELX1-A	766.00	766	0	1	10	0	0	0	0	0
1	RANE	4 X 2 MIXER	FPM42	Same	159.00	159	4	4	10	0	0	0	0	0
1	PINTA	HEADPHONE AMPLIFIER	RHP1	Same	175.00	175	4	4	10	0	0	0	0	0
1	COLUMBIA	HEADPHONES		Generic	50.00	50	[illegible]	1	3	50	0	0	50	0
1	ATLAS	MIC STAND W/BOOM	MS-[illegible]	Same	81.47	81	0	1	5	0	81	0	0	0
1	REALISTIC	CASSETTE PLAYER	SCP32	Same Cat# 14-6F0	99.99	100	0	1	2	100	0	100	0	100
7	SENNHEISER	INFRARED EMITTER/TRA	SI1219	Same	1,849.00	12,943	4	4	10	0	0	0	0	0
1	RANE	MASTER MODULE	FMM-42	Same	349.00	349	4	4	10	0	0	0	0	0
1	YAMAHA	MIXER, 6 INPUT	M406	6 RANE FM114	349.00	349	4	4	10	0	0	0	0	0
				1 RANE FMM42	349.00	0	4	4	10	0	0	0	0	0
				1 RANE FUR10	55.00	0	4	4	10	0	0	0	0	0
				1 RANE FR59	249.00	0	4	4	10	0	0	0	0	0
										0	0	0	0	0
1	SYMETRIX	DUAL COMPERSSOR/LIM	425	Same	579.00	579	4	4	10	0	0	0	0	0
1	RANE	LINE TRANSFORMER	FLT-22	Same	349.00	349	4	4	10	0	0	0	0	0
2	SENNHEISER	MODULATOR	SI-1013	Same	1,395.00	2,790	4	4	10	0	0	0	0	0
27	SENNHEISER	INFRARED HEADSET RE	H-200	Same	245.00	6,615	2	2	5	0	0	6,615	0	0
22	SENNHEISER	INFRARED HEADSET RE	HDI-405-S	RI-100A	120.00	2,640	0	2	5	0	0	2,640	0	0
1	SENNHEISER	10 PORT CHARGING STR	L92-10	Same	245.00	245	2	2	10	0	0	0	0	0
[illegible]	SENNHEISER	20 PORT CHARGING STR	L92-20	Same	305.00	305	2	2	10	0	0	0	0	0
						0				0	0	0	0	0
[illegible]										0	0	0	0	0
[illegible]	[illegible]NICS	CD PLAYER	SLP770	Sony CDP-315	315.00	315	2	2	8	0	315	0	0	0
[illegible]		POWER SWITCH PANEL		Soundolier ACRL-191A	215.56	[illegible]	2	[illegible]	10	0	0	0	0	0
4	ADC	24 X 2 TRS PATCH BAY	P-NT1	Same	198.00	792	2	2	10	0	0	0	0	0
1	CUSTOM	SPEAKER PATCH 36SPK X 8 P4F		custom built	1,30[illegible]	1,300	2	2	10	0	0	0	0	0
1	TASCAM	DAT RECORDER	DA30	Same	1,299.[illegible]	1,299	2	2	8	0	1,299	0	0	0
2	OTARI	RACK FOR 5050B	ROLLING RACK	Tascam RTS15	350.00	700	2	2	10	0	0	0	0	0
1	SOUNDOLIER	ROLLING RACK, 1/2 HEIG	RX1-24	Same	551.18	551	2	2	10	0	0	0	0	0
1	ANDERSON	12 IN X 12 CH MIXING C	SR6000B	See next 7 lines		0	0	0		0	0	0	0	0
1	ANDERSON	POWER SUPPLY, CONSOLE		Part of Mixer Console		0	0	0		0	0	0	0	0
1	ANDERSON	REMOTE CONTROL CONSOLE		Part of Mixer Console		0	0	0		0	0	0	0	0
1	APPLE	COMPUTER	II PLUS	Part of Mixer Console		0	0	0		0	0	0	0	0
1				COMPUTER	3,000.00	3,000		5	10	3,000	0	0	0	0
1				AUTO MIXER	25,000.00	25,000		5	10	25,000	0	0	0	0
1				MANUAL MIXER	9,000.00	9,000		5	10	9,000	0	0	0	0
1				REMOTE MIXER	4,000.00	4,000		5	10	4,000	0	0	0	0
				Total	41,000.00	0				0	0	0	0	0
4	ATD/AB SYSTEMS	BIAMPLIFIER	712	712A	1,449.00	5,796	2	2	10	0	0	0	0	0
2	ATD/AB SYSTEMS	DUAL CHANNEL AMPLIFI	722	722A	1,329.00	2,658	2	2	10	0	0	0	0	0
5	ATD/AB SYSTEMS	DUAL CHANNEL BIAMP	524	524A	1,449.00	7,245	0	5	10	7,245	0	0	0	0
1	ATD/AB SYSTEMS	DUAL CHANNEL POWER	422	422A	969.00	969	2	2	10	0	0	0	0	0
1	ATD/AB SYSTEMS	DUAL CHANNEL POW[illegible]	422	422A	969.00	969	2	2	10	0	0	0	0	0
1	ART	DIGITAL DE[illegible]Y(EFFEC[illegible]	MULTIVERB III	472 Alpha SE	549.00	549	3	3	10	0	0	0	0	0
1	CUSTOM	CONTROL PA[illegible]EL (HOUSE SYS.)		custom built	500.00	500	0	1	10	0	0	0	0	0
1	CUSTOM	CROSSOVER CARDS/CARD CAGE/[illegible]		custom built	1,000.00	1,000	0	1	10	0	0	0	0	0
1	CUSTOM	VCA CONTROL PANEL		custom built	1,000.00	1,000	0	1	10	0	0	0	0	0

PRTA:S15.XLW
4/21/98

Seattle Rep. Sound Equipment Inventory

	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25	26	27	28	29
						26	27	28	29	30
						0	0	0	0	0
	450.00	450	0	1	5	0	450	0	0	0
	469.00	1,407	2	2	12	0	1,407	0	0	0
	766.00	766	0	1	10	0	0	0	0	0
	159.00	159	4	4	10	0	0	0	0	0
	175.00	175	4	4	10	0	0	0	0	0
	50.00	50	0	1	3	50	0	0	50	0
	81.47	81	0	1	5	0	81	0	0	0
	99.99	100	0	1	2	100	0	100	0	100
	1,849.00	12,943	4	4	10	0	0	0	0	0
	349.00	349	4	4	10	0	0	0	0	0
	349.00	349	4	4	10	0	0	0	0	0
	249.00	0	4	4	10	0	0	0	0	0
	55.00	0	4	4	10	0	0	0	0	0
	249.00	0	4	4	10	0	0	0	0	0
						0	0	0	0	0
	579.00	579	4	4	10	0	0	0		0
	349.00	349	4	4	10	0	0	0		0
	1,295.00	2,790	4	4	10	0	0	0		0
	245.00	6,615	2	2	5	0	0	6,615	0	0
	120.00	2,640	0	2	5	0	0	2,640	0	0
	245.00	245	2	2	10	0	0	0	0	0
	305.00	305	2	2	10	0	0	0	0	0
		0				0	0	0	0	0
						0	0	0	0	0
	315.00	315	2	2	8	0	315	0	0	0
	215.56	862	2	2	10	0	0	0	0	0
	198.00	792	2	2	10	0	0	0	0	0
	1,300.00	1,300	2	2	10	0	0	0	0	0
	1,299.00	1,299	2	2	8	0	1,299	0	0	0
	350.00	700	2	2	10	0	0	0	0	0
	551.18	551	2	2	10	0	0	0	0	0
		0	0	0		0	0	0	0	0
		0	0	0		0	0	0	0	0
		0	0	0		0	0	0	0	0
		0	0	0		0	0	0	0	0
	3,000.00	3,000		5	10	3,000	0	0	0	0
	25,000.00	25,000		5	10	25,000	0	0	0	0
	9,000.00	9,000		5	10	9,000	0	0	0	0
	4,000.00	4,000		5	10	4,000	0	0	0	0
Total	41,000.00	0				0	0	0	0	0
	1,449.00	5,796	2	2	10	0	0	0	0	0
	1,329.00	2,658	2	2	10	0	0	0	0	0
	1,449.00	7,245	0	5	10	7,245	0	0	0	0
	969.00	969	2	2	10	0	0	0	0	0
	969.00	969	2	2	10	0	0	0	0	0
	549.00	549	3	3	10	0	0	0	0	0
	500.00	500	0	1	10	0	0	0	0	0
	1,000.00	1,000	0	1	10	0	0	0	0	0
	1,000.00	1,000	0	1	10	0	0	0	0	0

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QTY	Brand	DESCRIPTION Item	Model	REPLACEMENT	COST EA.	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25	26	27	28	29
										26	27	28	29	30
1	DBX	MAINFRAME	900 SERIES	900A	599.95	600	2	2	10	0	0	0	0	0
2	DBX	NOISE RED. DECODER 2	942	942A	269.95	540	2	2	10	0	0	0	0	0
2	DBX	NOISE RED ENCODER,2	941	941a	259.95	520	2	2	10	0	0	0	0	0
1	LEXICON	DIGITAL DELAY	92	Rane AD22-B	829.00	829	0	1	10	0	0	0	0	0
1	PIONEER	STEREO RECEIVER	SX22[illegible]	GENERIC	200.00	200	0	1	5	0	200	0	0	0
1	RTS	PHONO PREAMP	405	Same	348.00	348	2	2	10	0	0	0	0	0
2	WHITE	1/3 OCTAVE EQ	4320	4400	1,100.00	2,200	2	2	10	0	0	0	0	0
4	CUSTOM	LOUDSPEAKER	MEDIUM INTENS	EAW FR 153 HR	1,150.00	4,600	0	1	5	0	4,600	0	0	0
2	CUSTOM	LOUDSPEAKER	HIGH INTENS	EAW FR 253Hi	1,850.00	3,700	0	1	5	0	3,700	0	0	0
12	CUSTOM	LOUDSPEAKER	LOW INTENS	EAW Ub 12	220.00	2,640	0	1	5	0	2,640	0	0	0
2	JBL	MONITOR 3-WAY	4401	4401-A	462.00	924	1	1	8	924	0	0	0	0
1	JBL	SUBWOOFER	128H	128H-1	175.00	175	1	1	8	175	0	0	0	0
1	NAKAMICHI	CASSETTE RECORDER	MR1	Denon DN790R	950.00	950	1	1	8	950	0	0	0	0
1	NAKAMICHI	REMOTE CONTROL	RM5	CUSTOM	150.00	150	1	1	10	0	0	0	0	0
1	OTARI	2 CHANNEL TAPE DECK	MX5050B-II	MX5050B-III	3,459.00	3,459	2	2	10	0	0	0	0	0
2	OTARI	4TRACK TAPE RECORDE	MX5050BQ-II	MX5050BQ-III	5,418.00	10,836	2	2	10	0	0	0	0	0
2	OTARI	AUTOLOCATOR	CB-116/ZA54C	incl. w/ MX5050 series	N/App					0	0	0	0	0
1	TECHNICS	CASSETTE RECORDER	RSB105	Sony 515 3-Head Deck	350.00	350	0	1	5	0	350	0	0	0
1	TECHNICS	CASSETTE RECORDER,	RST920	Technics 575	250.00	250	0	1	3	250	0	0	250	0
1	DUAL	TURNTABLE	CS741Q	CS750	750.00	750	2	2	10	0	0	0	0	0
1	STANTON	PHONOGRAPH CARTRIDGE		Shure BC-90	126.00	126	0	1	4	126	0	0	0	126
	CUSTOM	MAIN CENTER SPEAKER CLUSTER		1-EAW KF695sR	2,995.00	0	1	1	5	0	0	0	0	0
				2-EAW KF650sR	2,915.00	0	1	1	5	0	0	0	0	0
				1-EAW SB528PD2	1,950.00	0	1	1	5	0	0	0	0	0
				1-EAW MX800i-653	2,890.00	0	1	1	5	0	0	0	0	0
20	CUSTOM	UNDERBALCONY DELAY SPEAKERS		EAW L8/CX2X0	200.00	4,000	1	1	5	0	4,000	0	0	0
						0				0	0	0	0	0
Page/Monitor System:										0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	0	0	0	0
1		POWER SWITCH PANEL		Soundolier ACRL-191A	215.56	216	2	2	10	0	0	0	0	0
1	SOUNDOLIER	ATTENUATOR PANEL (4	AT-XX	AT-35	36.42	36	2	2	10	0	0	0	0	0
1	BGW	POWER AMPLIFIER	320D	6500T/36	774.00	774	2	2	10	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	0	0	0	0
1	BGW	POWER AMPLIFIER	620	7500T/36	1,064.00	1,064	2	2	10	0	0	0	0	0
4	ALTEC	LIMITER AMPLIFIER	1512B	See next 3 lines		0	0	0		0	0	0	0	0
				1 Rane FPM42 and	429.00	0			10	0	0	0	0	0
				1 Rane FSC22 and	399.00	0			10	0	0	0	0	0
				1 FTT2	39.00	0			10	0	0	0	0	0
4										0	0	0	0	0
1	ALTEC	25 X 3POS SELECTOR SWITCH		CUSTOM	400.00	400	0	1	10	0	0	0	0	0
6	ELECTROVOICE	PUSH-TO-TALK PAGING	600EL	Shure 404B	73.75	44[illegible]	0	1	5	0	443	0	0	0
NC		DRESSING ROOM SPEAKERS ***								0	0	0	0	0
Miscellaneous:										0	0	0	0	0
1	REALISTIC	TURBO STEREO AMPLIFI	SA10	Realistic Amplifier	59.99	60	0	1	3	60	0	0	60	0
				cat # 31-1957		0				0	0	0	0	0
1	CUSTOM	STAGE MANAGERS PANEL *		CUSTOM	3,500.00	3,500	1	1	10	0	0	0	0	0
1	CUSTOM	REMOTE STAGE MANAGERS PANEL *		CUSTOM	1,000.00	1,000	1	1	10	0	0	0	0	0
1	CUSTOM	PRODUCTION CONTROL PANEL *		CUSTOM	7,500.00	7,500	1	1	10	0	0	0	0	0
15	CUSTOM	JACK PLATES "A-PLATES"		CUSTOM	250.00	3,750	1	1	10	0	0	0	0	0
		Total Cash Cost Allocated by Year through lease				823,955				61,613	41,648	10,799	1,124	842

* Cost includes cabinet and components not listed elsewhere (ie lobby chimes, cue light control circuitry etc.)
Other components of these panels are listed as part of their respective systems

** Price includes $400.00 for custom modifications to interface to page/monitor system.

*** SRT is to provide count and replacement information.

Seattle Rep. Sound Equipment Inventory

NT	COST EA	TOTAL COST*	LIFE Rem.	ADJ LIFE	LIFE New	25	26	27	28	29
						26	27	28	29	30
	599.95	600	2	2	10	0	0	0	0	0
	269.95	540	2	2	10	0	0	0	0	0
	259.95	520	2	2	10	0	0	0	0	0
	829.00	829	0	1	10	0	0	0	0	0
	200.00	200	0	1	5	0	200	0	0	0
	348.00	348	2	2	10	0	0	0	0	0
	1,100.00	2,200	2	2	10	0	0	0	0	0
	1,150.00	4,600	0	1	5	0	4,600	0	0	0
	1,850.00	3,700	0	1	5	0	3,700	0	0	0
	220.00	2,640	0	1	5	0	2,640	0	0	0
	462.00	924	1	1	8	924	0	0	0	0
	175.00	175	1	1	8	175	0	0	0	0
	950.00	950	1	1	8	950	0	0	0	0
	150.00	150	1	1	10	0	0	0	0	0
	3,459.00	3,459	2	2	10	0	0	0	0	0
	5,418.00	10,836	2	2	10	0	0	0	0	0
erles	N/App					0	0	0	0	0
Deck	350.00	350	0	1	5	0	350	0	0	0
	250.00	250	0	1	3	250	0	0	250	0
	75[illegible].00	750	2	2	10	0	0	0	0	0
	126.00	126	0	1	4	126	0	0	0	126
:	2,995.00	0	1	1	5	0	0	0	0	0
:	2,915.00	0	1	1	5	0	0	0	0	0
2	1,950.00	0	1	1	5	0	0	0	0	0
53	2,690.00	0	1	1	5	0	0	0	0	0
	200.00	4,000	1	1	5	0	4,000	0	0	0
		0				0	0	0	0	0
						0	0	0	0	0
	1,064.00	1,064	2	2	10	0	0	0	0	0
-191A	215.56	216	2	2	10	0	0	0	0	0
	36.42	36	2	2	10	0	0	0	0	0
	774.00	774	2	2	10	0	0	0	0	0
	1,064.00	1,064	2	2	10	0	0	0	0	0
	1,064.00	1,064	2	2	10	0	0	0	0	0
		0	0	0		0	0	0	0	0
nd	429.00	0			10	0	0	0	0	0
nd	399.00	0			10	0	0	0	0	0
	39.00	0			10	0	0	0	0	0
						0	0	0	0	0
	400.00	400	0	1	10	0	0	0	0	0
	73.75	443	0	1	5	0	443	0	0	0
						0	0	0	0	0
						0	0	0	0	0
r	59.99	60	0	1	3	60	0	0	60	0
		0				0	0	0	0	0
	3,500.00	3,500	1	1	10	0	0	0	0	0
	1,000.00	1,000	1	1	10	0	0	0	0	0
	7,500.00	7,500	1	1	10	0	0	0	0	0
	250.00	3,750	1	1	10	0	0	0	0	0
		823,955				61,613	41,648	10,799	1,124	842

ue light control circuitry etc.)
ns
system.

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Bagley Wright Theatre

NON-THEATRICAL FACILITY COSTS TO BE FUNDED FROM MAINTENANCE, REPAIR AND REPLACEMENT FUND

Shop	Component	Annual Costs Hrs	Annual Costs Mtrls	Annual Costs Total	Other costs Hrs	Other costs Mtrls	Other costs Total	Year	1 Yr Endg Dec-96	2 Yr Endg Dec-97	3 Yr Endg Dec-98	4 Yr Endg Dec-99	5 Yr Endg Dec-00	6 Yr Endg Dec-01	7 Yr Endg Dec-02	8 Yr Endg Dec-03	9 Yr Endg Dec-04	10 Yr Endg Dec-05
Carpenters																		
	Seats	36	$120	$1,143	866	$21,650	$46,270	5	$1,143	$1,143	$1,143	$1,143	$46,270	$1,143	$1,143	$1,143	$1,143	$1,143
	Carpet - Admin			$0		$15,200	$15,200	1	$15,200	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Carpet- House			$0		$27,500	$27,500	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$27,500
	Stage Floor (EEI)			$0		$2,400	$2,400	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,400
	Sub-Total Cost	$1,023	$120	$1,143	$24,620	$66,750	$91,370		$16,343	$1,143	$1,143	$1,143	$46,270	$1,143	$1,143	$1,143	$1,143	$31,043
Plumbers																		
	Wate. meter			$0	20	$1,000	$1,607	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Engineers																		
	6 Fans			$0		$48,000	$48,000	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$48,000
	Paint booth fan			$0		$15,000	$15,000	7	$0	$0	$0	$0	$0	$0	$15,000	$0	$0	$
	6 exhaust fans			$0		$30,000	$30,000	8	$0	$0	$0	$0	$0	$0	$0	$30,000	$0	$
	Refurbish SF&EF 1			$0		$5,000	$5,000	10	$5,000	$0	$0	$0	$0	$0	$0	$0	$0	$
	Rebalance air			$0		$15,000	$15,000		$0	$15,000	$0	$0	$0	$0	$0	$0	$0	$
	Sub-Total Cost	$0	$0	$0	$0	$113,000	$113,000		$5,000	$15,000	$0	$0	$0	$0	$16,000	$30,000	$0	$48,000
TOTAL NON-THEATRICAL FUND DRAW									$21,343	$16,143	$1,143	$1,143	$46,270	$1,143	$16,143	$31,143	$1,143	$79,04

MCHSYST2.XLS,editedTS,4/19/96

Bagley Wright Theatre

PAIR AND REPLACEMENT FUND

costs s	Total	Year	1 Yr Endg Dec-96	2 Yr Endg Dec-97	3 Yr Endg Dec-98	4 Yr Endg Dec-99	5 Yr Endg Dec-00	6 Yr Endg Dec-01	7 Yr Endg Dec-02	8 Yr Endg Dec-03	9 Yr Endg Dec-04	10 Yr Endg Dec-05	11 Yr Endg Dec-06	12 Yr Endg Dec-07	13 Yr Endg Dec-08	14 Yr Endg Dec-09
50	$46,270	5	$1,143	$1,143	$1,143	$1,143	$46,270	$1,143	$1,143	$1,143	$1,143	$1,143	$1,143	$1,143	$1,143	$1,143
200	$15,200	1	$15,200	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
500	$27,500	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$27,500	$0	$0	$0	$0
100	$2,400	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,400	$0	$0	$0	$0
750	$91,370		$16,343	$1,143	$1,143	$1,143	$46,270	$1,143	$1,143	$1,143	$1,143	$31,043	$1,143	$1,143	$1,143	$1,143
000	$1,607	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,607	$0	$0	$0
100	$48,000	10	$0	$0	$0	$0	$0	$0	$0	$0	$0	$48,000	$0	$0	$0	$0
000	$15,000	7	$0	$0	$0	$0	$0	$0	$15,000	$0	$0	$0	$0	$0	$0	$0
000	$30,000	8	$0	$0	$0	$0	$0	$0	$0	$30,000	$0	$0	$0	$0	$0	$0
000	$5,000	10	$5,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,000	$0	$0	$0
000	$15,000		$0	$15,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
000	$113,000		$5,000	$15,000	$0	$0	$0	$0	$15,000	$30,000	$0	$48,000	$5,000	$0	$0	$0
			$21,343	$16,143	$1,143	$1,143	$46,270	$1,143	$16,143	$31,143	$1,143	$79,043	$7,750	$1,143	$1,143	$1,143

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EXHIBIT 9

MINIMUM REQUIRED INSURANCE COVERAGE

A. INSURANCE COMPANY, FORM & COVERAGE SUBJECT TO CITY APPROVAL.

All insurance to be provided pursuant to Section 18 of this Agreement shall be:

(1) Issued by any company rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or be issued as a surplus line by a Washington Surplus lines broker;

(2) Subject to approval by the City's Risk Manager as to company, form and coverage; and

(3) Primary to all other insurance City, itself, may secure.

B. REQUIRED COVERAGE. Such insurance shall include the following minimum coverage:

1. Commercial general liability insurance written on an occurrence form, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury including and Copyright/Trademark/Trade name infringement; and
- Contractual Liability
- Independent Contractors Liability
- Broad Form Property Damage
- Elevator and Hoist Liability
- Employers Liability (Stop Gap)
- Explosion, Collapse and Underground Property Damage (XCU) (as applicable)

Such policy(ies) shall provide the following minimum limit for Bodily Injury and Property Damage, at SRT's option:

- $2,000,000 per occurrence, $4,000,000 annual aggregate, or
- $1,500,000 per occurrence, $3,000,000 annual aggregate on an "each event" basis.

The retention amount (if any) shall not exceed Five Thousand Dollars ($5,000). Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager.

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2. Business automobile liability insurance, including coverage for owned, non-owned, leased or hired vehicles under which the following minimum limits of coverage is provided for Bodily Injury and Property Damage: $ 1,000,000 per person, $1,000,000 per occurrence.

3. Worker's compensation insurance that complies with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the greatest extent applicable including coverage for all employees suffering bodily injury (including death) by accident or disease, that arises out of or in connection with any act or omission under this Agreement.

4. Property insurance under which the Premises and its fixtures and improvements are insured throughout the term of this Agreement against the following hazards:

- Loss or damage by fire and such other risks (including earthquake and flood damage) in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in the Premises; and
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in the Premises; and
- Loss from business interruption, with sufficient coverage to provide for the payment of rent during any interruption of SRT's business for a period of one (1) year or less as a consequence of fire or any other cause.

C. Minimum Insurance Coverage Subject to Adjustment. The sufficiency of the minimum amounts of insurance coverage specified in Section 18 and this Exhibit shall be reviewed after the third anniversary date of the commencement of this Agreement and each third year thereafter by the parties. SRT shall increase such insurance coverage by the next succeeding July 1st to the minimum amount(s) reasonably specified by the Director.

D. Evidence of Insurance.

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1. The following documents must be provided to the City's Risk Manager as evidence of the insurance coverage required under this Agreement:

(a) Within twenty-four (24) hours after the full execution of this Agreement, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

(i) A copy of each policy's declarations page(s), showing the policy effective dates, limits of liability, and the "Schedule of Forms and Endorsements" or "Endorsements Form List" specifying all endorsements issued on the policy including company-specific and manuscript endorsements; and

(ii) A copy of the endorsement that names The City of Seattle as an Additional Insured (whether on Form CG2026 (ISO) or a comparable form), that shows the policy number and the signature and printed name of the person authorized to sign such form on behalf of the insurer; and

(iii) A copy of the policy provision or endorsement stating that the coverages provided by such policy to The City of Seattle or any named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City at the addresses noted in Subsection D.2 hereof; and

(iv) A copy of the "separation of insureds" or "severability of interests" clause in such policy or an endorsement thereto indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, such insurance applies as if each named insured were the only named insured and separately to each insured against whom a claim is made or suit is brought; or

(b) Pending receipt of the documentation specified in Subsection D.1.a hereof, a copy of each such policy's binder.

(c) Within thirty (30) calendar days after SRT's receipt of a written request therefor, a copy of each complete policy with all endorsements.

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2. The evidence specified in Subsection D.1 hereof shall be delivered as follows:

Director Seattle Center Department The City of Seattle 305 Harrison Street Seattle, WA 98109	Risk Manager Finance Department The City of Seattle 600 Fourth Avenue Seattle, WA 98104

or to such other official(s) and address(es) as City may hereafter specify, at the following times:

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EXHIBIT 10

DIVISION OF INSURANCE PROCEEDS IN EVENT OF SRT ELECTION TO TERMINATE AGREEMENT FOLLOWING SUBSTANTIAL DAMAGE OR DESTRUCTION OF PREMISES OR IMPROVEMENTS THERETO

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

EXHIBIT 11

SRT PROPERTY INVENTORY

[This exhibit is not due to be produced until October 1, 1996.]

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NEW PREMISES CONSTRUCTION AGREEMENT

BETWEEN

THE CITY OF SEATTLE

&

SEATTLE REPERTORY THEATRE

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NEW PREMISES CONSTRUCTION AGREEMENT
BETWEEN
THE CITY OF SEATTLE
&
SEATTLE REPERTORY THEATRE

THIS CONSTRUCTION AGREEMENT ("Agreement") is entered into by and between THE CITY OF SEATTLE, a municipal corporation (hereinafter "City"), by and through the Director of the Seattle Center Department (hereinafter "Director") and the SEATTLE REPERTORY THEATRE, a Washington not-for-profit corporation (hereinafter "SRT") by and through its Managing Director.

FOR & IN CONSIDERATION of the mutual covenants and agreements hereinafter specified to be kept and performed by the Parties hereto, including but not limited to the construction by SRT of an addition to the Bagley Wright Theatre at Seattle Center as described in this Construction Agreement, the parties hereto agree as follows:

1. DEFINITIONS

The following words and terms shall have the following meanings for the purposes of this Construction Agreement. Terms not defined herein shall be given their usual and customary meaning.

A. "City" means The City of Seattle.

B. "Construction Premises" means the real property described in Section 3 hereof.

C. "Director" means the Director of the City's Seattle Center Department or such official's designee.

D. "Facility" means the new, approximately 25,000 square foot, two (2) story addition to the south side of the Bagley Wright Theatre at Seattle Center containing a new, live theatrical performance hall seating approximately 284 people on the main floor and in a balcony and connecting with circulation corridors for the existing Bagley Wright Theatre at the lobby and back of house that is to result from the Project.

E. "Facility Use & Occupancy Agreement" means the agreement by that name between the City and SRT regarding the use, occupancy and maintenance of the Bagley Wright Theatre at Seattle Center and a new, approximately 25,000 square foot, approximately 284-seat, live theatrical performance facility to be constructed by SRT pursuant to this Construction Agreement.

F. "Project" means the work to be undertaken pursuant to this Construction Agreement to complete the construction of the Facility, all consistent with plans and specifications that have been approved by the Director and are further identified in Exhibit A.

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G. "Seattle Center Project Coordinator" means the Seattle Center staff person designated by the Director, from time to time, by notice, and assigned to monitor the Project and serve as liaison between SRT and the Director regarding the Project.

H. "SMC" means the Seattle Municipal Code.

I "SRT" means the Seattle Repertory Theatre.

J. "SRT Project Manager" means the SRT staff person designated by the SRT Managing Director, from time to time, by notice, and assigned to monitor the Project and serve as liaison between SRT and the Director regarding the Project.

2. TERM

This Construction Agreement shall be effective on November 1, 1995, and, unless terminated earlier pursuant to the provisions hereof, shall expire on May 31, 1997, for all purposes except the performance of warranty work under the agreement between SRT and its general contractor for the Project and the performance of indemnification obligations specified in this Agreement.

3. CONSTRUCTION PREMISES

The City hereby authorizes SRT to use and occupy solely for the purpose of completing the Project, that portion of the Seattle Center and Block 34, D. T. Denny's Home Addition to the City of Seattle, as recorded in Volume 3 of Plats, page 115, Records of King County, Washington, together with the alley therein vacated by Ord. 90267) that is bounded by the following line: From the Southwestern corner of the existing Bagley Wright Theatre building at the Seattle Center (the "True Point of Beginning"), East along the Southern exterior wall of said building past the Southeastern corner on a projection from said Southern exterior wall to a point on the outer edge (Eastern side) of the sidewalk running approximately North-South immediately adjacent to the front (Eastern) side of said building; then North on said sidewalk's Eastern edge to a point on said sidewalk that would intersect a projection Easterly from the point on the Northern exterior building wall at which the curving roofline over the main entrance to said building connects to the Northern exterior wall of said building; then East across the lawn area that is adjacent to said sidewalk, along the line that is projected perpendicularly Easterly from the Northern exterior wall of said building for approximately fifty-six feet (56') to a point approximately twenty feet (20') West of the Western curbline for the former right-of-way for 2nd Avenue North; then South approximately two hundred four feet (204') along a line parallel to but twenty feet (20') West of the Western curbline for the former right-of-way for 2nd Avenue North; then East ten feet (10') to a point on the arc of a curve to the Northeast having a radius of approximately thirty (30) feet; then initially Northeasterly and subsequently Northwesterly along the arc of said curve, to a point where said curve intersects the Western curbline for the former right-of-way for 2nd Avenue North; then North along said curbline to the point that it intersects a line projecting East from the Southeastern-most portion of the Southern exterior wall of the existing Bagley Wright Theatre building; then East along said

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projected line ten feet (10') to a point thirty feet (30') West of the Eastern curbline of the former right-of-way for 2nd Avenue North; then South along a line twenty feet (20') West of and parallel to the Eastern curbline for the former right-of-way for 2nd Avenue North for a distance of one hundred fifteen feet (115') to its intersection with the Northern curbline for the former right-of-way for Republican Street; then West along said curbline for a distance of approximately thirty-five feet (35'); then Northwesterly at an angle of approximately forty-five degrees (45°) West approximately twelve feet (12') to a point six feet (6') North of said curbline; then West, parallel with said curbline two hundred twenty-eight feet and six and one-half inches (228' 6½'); then Southwest at an angle of approximately forty-five degrees (45°) South, approximately twelve feet (12') to a point on said curbline; then West along said curbline to its intersection with the Eastern curbline for Warren Avenue North; then North along said Warren Avenue North curbline for one hundred seventeen and one-half feet (117½'); then East to the Western exterior wall of the Bagley Wright Theatre building; then South along said Western exterior wall to the True Point of Beginning; all as depicted on the attached Exhibit B (which property shall hereinafter referred to as the "Construction Premises").

4. ACCEPTANCE OF CONSTRUCTION PREMISES

SRT has examined the Construction Premises, has had a reasonable opportunity to obtain inspections and reports of professionals regarding the same, and has determined, after such examination, that the Construction Premises are suitable for the construction and completion of the Project contemplated herein and for subsequent use and occupancy by SRT under the separate Facility Use & Occupancy Agreement. **SRT ACCEPTS THE CONSTRUCTION PREMISES** in their condition as of November 1, 1995, **AS IS, WITH ALL DEFECTS, AND ASSUMES ALL RISK** that one or more defects exist in the Construction Premises. **CITY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND**, express or implied, with respect to the condition of the Construction Premises or the use and occupancy authorized therein other than those specified in this Construction Agreement. SRT agrees that any express or implied representations, statements, or warranties made by or on behalf of City prior to the effective date of this Construction Agreement, unless expressly set forth in this Construction Agreement, have been effectively revoked and withdrawn and have no force or effect whatsoever.

5. PROJECT FINANCING; REIMBURSEMENT OF CERTAIN CITY COSTS

Project financing shall be the sole responsibility of SRT. SRT shall secure, provide, and pay for all designs, plans and specifications, financing, labor, material and equipment necessary to perform all work associated with the Project. In addition (and in consideration for the foregoing by City of any revenue generated from concession sales in and from the Old Premises under the Facility Use & Occupancy Agreement), SRT shall reimburse all City costs (including those for employee benefits) incurred in employing a City "Program Manager III" for City project management activity associated with SRT's development of the New Premises pursuant to this Agreement, including all time expended by such employee on such project from and after the commencement date of this Agreement, up to a maximum reimbursement of $35,000. Such

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reimbursement shall be paid by SRT within thirty (30) days after the date of each City invoice for the same.

6. NO REPRESENTATION OR LIABILITY CREATED BY CITY APPROVAL OF PLANS & TECHNICAL SPECIFICATIONS

The approval of any Project plans or specifications by any Seattle Center official shall not and does not constitute an opinion or representation by the City as to their compliance with any law or ordinance or their adequacy for other than the Seattle Center Department's own purposes; and such approval shall not create or form the basis of any liability on the part of the City or any of its officers, employees or agents for any injury or damage resulting from any inadequacy or error therein or any failure to comply with applicable law, ordinance, rule or regulation.

7. PROJECT MANAGEMENT & COORDINATION

A. Project Manager & Coordinator. Not later than five (5) days after the full execution of this Construction Agreement, SRT shall give notice to the Director identifying the SRT Project Manager by name and both business and home telephone numbers, and the Seattle Center shall give notice to SRT identifying the Seattle Center Project Coordinator by both name and business and home telephone numbers. In the event either such person is replaced, the party making such change in personnel shall provide notice to the other pursuant to Subsection 14.A hereof no later than the effective date of such replacement, identifying such replacement's name and business and home telephone numbers.

B. Coordination Meetings. SRT's Project Manager shall schedule and hold on not less than a bi-weekly basis, Project Construction Meetings with the Seattle Center Project Coordinator, and otherwise keep the Seattle Center Project Coordinator informed of the time and place of each regular and special meeting between the SRT Project Manager and the SRT's Project contractor to enable the Seattle Center Project Coordinator to attend, become informed about the status of the Project, participate in discussions and present the Seattle Center's position with respect to matters being discussed. The SRT Project Manager shall also participate in such separate meetings with the Seattle Center Project Coordinator and, at the Director's option, with the Director's designee, as are scheduled by the Seattle Center Project Coordinator with at least three (3) day's prior notice.

C. Status Reports. Within seven (7) days after the receipt by SRT of the Project Construction Progress meeting minutes, change orders, and Project contractor's monthly estimates, SRT shall deliver a copy of each of the same to the Seattle Center Project Coordinator.

D. Consultation Required Before Architect's Acceptance of Tree Locations & Provisional Acceptance of Lawns & Planting Materials. SRT shall require its Architect to consult with the Seattle Center Project Coordinator or such official's designee before such Architect determines, pursuant to §3.02.B of the July 31, 1995 Project Manual, the location of

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all trees to be planted on the Construction Premises, and before such Architect issues any provisional acceptance of the lawn areas of the Construction Premises pursuant to §3.04.B of such Project Manual, or of any planting materials pursuant to §3.04.B of such Project Manual.

E. Contacts & Discussions Among SRT, City & Architect or Construction Contractor. As between Seattle Center's personnel and SRT, the SRT Project Manager shall be the sole individual authorized to give SRT's architect or construction contractor binding instructions and/or decisions with respect to the Project, regardless of whether the origin of such instruction is SRT, Seattle Center, or any of their respective representatives, or any individual, firm, partnership, corporation, foundation, trust, or other person or entity that desires to or does donate funds to SRT for the Project (hereafter collectively called "Donors"). Nothing herein shall limit the authority of City, in its governmental and regulatory capacity, to issue instructions and directives to SRT's architect or construction contractor. The SRT Project Manager shall notify SRT's architect and construction contractor that neither the architect nor the construction contractor is to act on any instructions by or on behalf of Seattle Center or any representative thereof or Donors thereto with respect to the Project except through the SRT Project Manager. The Project's construction contract shall provide for the construction contractor's liability for taking action on any instruction or direction given by a person other than the SRT Project Manager. Notwithstanding the foregoing, the Seattle Center Project Coordinator may discuss the Project, and express concerns and/or desired changes with respect to the design, construction or any other aspect of the Project directly with SRT's architect and construction contractor without prior clearance from the SRT Project Manager but as soon as is reasonably possible after each such event, the Seattle Center Project Coordinator shall advise the SRT Project Manager of such discussion. The SRT Project Manager shall advise the architect and construction contractor to provide the Seattle Center Project Coordinator such information as such City official requests.

F. Seattle Center Project Coordinator's Review of Design Plans and Specifications, Changes Thereto, & Construction.

(1) The SRT Project Manager shall ensure that the Seattle Center Project Coordinator is provided the opportunity to become actively involved and to serve as an equal participant in on-going decision-making with respect to the design and construction of the exterior surfaces of the Project including but not limited to the relandscaping of the Construction Premises, and all aspects of the Facility with respect to which any responsibility for maintenance is to be assumed by City under the Facility Use & Maintenance Agreement whether such decision-making occurs during the design phase or the construction phase of the Project. In this connection, and in recognition that the Facility is being designed and built specifically for SRT's use and must meet SRT's needs, the SRT Project Manager shall ensure that in the periodic Construction Meetings and otherwise, as necessary, from the date this Agreement is fully executed until final completion of the Project, the Seattle Center Project Coordinator is provided a reasonable opportunity to review and comment on all design features of the Project, as well as on specific Project designs, plans, and specifications, and changes thereto, including both functional or aesthetic components, and on the status of construction progress. Any question regarding whether or not a design, plan or specification change or a construction related matter requires review and participation by the Seattle Center Project Coordinator shall be resolved in favor of its being significant and warranting the involvement of the Seattle Center Project

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Coordinator in decision-making with respect thereto. The SRT Project Manager shall also ensure that a copy of each Request for Information, change request and construction change directive is provided to the Seattle Center Project Coordinator within three (3) calendar days after SRT's receipt of each such document, and that a copy of each such document that was received by SRT prior to the full execution of this Agreement is made available after the date this Agreement is fully executed, for inspection and copying, at no charge to City, by the Seattle Center Project Coordinator during normal SRT business hours.

(2) The Seattle Center Project Coordinator shall review and provide comment, as contemplated in this subsection, in an expeditious and reasonable manner so as to not unreasonably delay the Project; Provided, that in the event the Seattle Center Project Coordinator's review of, and comment on, any particular design, plan, or specification element or any proposed change thereto is required on or by a particular date and time, the SRT Project Manager shall provide reasonable advance notice to the Seattle Center Project Coordinator of such need and identify the specific date by when such review and comment must be completed and provided. If, in the exercise of his or her reasonable discretion under the circumstances, the SRT Project Manager determines that the Seattle Center Project Coordinator's response is required so quickly that there is insufficient time to allow for written notice of the need for such official's review and comment by the critical date, such notice may be given orally, but shall then be immediately confirmed in writing by the SRT Project Manager.

(3) Except as provided in Subsection 7.F.(4) of this Agreement, in the event that no comment is received by the SRT Project Manager on or by the specified date for response, from or on the behalf of the Seattle Center Project Coordinator, and provided reasonable advance notice has been provided to the Seattle Center Project Coordinator as contemplated herein, then Seattle Center staff shall be deemed to have waived its opportunity to review and comment on the particular matter(s) made available for review and comment, and SRT may proceed as if the Seattle Center Project Coordinator had reviewed and commented consistent with the SRT Project Manager's decision with respect to the reviewable matter(s).

G. Change Orders Permitted at SRT Project Manager's Discretion. In circumstances where the securing of the Seattle Center Project Coordinator's immediate response thereto is not feasible, the SRT Project Manager may approve the changes specified in this Subsection 7.G without the Seattle Center Project Coordinator's response. Such discretion shall be limited, however, to changes that will not result in a functional or aesthetic change to any exterior surface of the Facility or, in the Director's opinion, will not have an adverse effect on any structural, mechanical, electrical or other system associated with the Facility or any portion of the Facility with respect to which City has assumed maintenance responsibility under the Facility Use & Occupancy Agreement. Immediately after the SRT Project Manager's approval of any such change, the SRT Project Manager shall give the Seattle Center Project Coordinator notice of the making of such a change and the circumstances that made the Seattle Center Project Coordinator's immediate response thereto unfeasible.

H. Emergency Decisions. The SRT Project Manager may make any decision without the Seattle Center Project Coordinator's approval in an emergency situation where (i) the SRT Project Manager reasonably believes that destruction of property or injury to persons is likely to occur in the absence of such decision-making; (ii) there is no time to consult with the Seattle

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Center Project Coordinator prior to the making of the decision by the SRT Project Manager; and (iii) the SRT Project Manager's action in such circumstance was reasonable and limited to dealing with the emergency circumstance. Immediately after making any such decision, the SRT Project Manager shall give notice to the Seattle Center Project Coordinator of the nature of the emergency circumstance and the SRT Project Manager's decision with respect to such circumstance. The SRT Project Manager's authority to make emergency decisions pursuant to this subsection shall not be deemed to authorize the making of any final change in the design of the Facility without the Director's approval where such emergency decision-making (i) would result in a functional or aesthetic change in or to any exterior surface of the Facility or (ii) in the Director's opinion, would have an adverse effect on any structural, mechanical, electrical or other system associated with the Facility with respect to which City has assumed maintenance responsibility under the Facility Use & Occupancy Agreement.

I. Design Changes Initiated by SRT. SRT shall have an unrestricted and unlimited right to propose changes in the design of the Facility contemplated herein and modifications to the plans and specifications as last approved by the Director or any aspect thereof. Any such proposed design change may be implemented by SRT without Seattle Center approval unless such proposed change, in the opinion of the Seattle Center Project Coordinator or Director, (1) is structurally, mechanically or electrically unsafe or unsound, or may create a condition that makes the Facility structurally, mechanically or electrically unsafe or unsound; (2) would result in the exterior of the Facility being aesthetically unsatisfactory or incompatible with other structures at the Seattle Center; or (3) is inconsistent with the Seattle Municipal Code, the Revised Code of Washington, or any rule or regulation implementing any such legislation. Notwithstanding any of the foregoing, if any design change proposed by SRT would, in the opinion of the Director, (1) produce, if implemented, any functional or aesthetic change in any exterior surface of the Facility or the relandscaping of the Construction Premises from that contemplated in the plans and specifications last approved by the Director; or (2) have an adverse effect on any structural, mechanical, electrical or other system associated with the Facility; or (3) would have an adverse impact on any portion of the Facility with respect to which City has assumed maintenance responsibility under the Facility Use & Occupancy Agreement, then the Director's prior approval of such proposed change shall be required for the implementation thereof, which approval may be granted, withheld, or conditioned as the Director determines in the exercise of such official's sole discretion. In the event the Seattle Center Project Coordinator or Director disapproves any change proposed by or for SRT in the design of the Facility or in the plans and specifications last approved by the Director, or approval is granted for any such proposed change but subject to one (1) or more conditions, the Seattle Center Project Coordinator or Director shall give notice to the SRT Managing Director of such decision, the reason(s) for such decision, and if known, what action(s) could be taken by or for SRT to make such proposed change approvable by the Director outright or subject to one (1) or more conditions.

8. GENERAL REQUIREMENTS FOR PROJECT ACTIVITY

A. Delivery of Evidence of Required Permits. Within five (5) days after the full execution of this Construction Agreement, SRT shall deliver to the Seattle Center Project

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Coordinator evidence to the reasonable satisfaction of such City official that SRT has secured and is maintaining in full force and effect all required permits for completion of the Project.

B. Minimization of Adverse Impacts; Facilitation of Seattle Center Festival Activity.

(1) General Requirements. SRT shall protect from damage or destruction private and public property on or in the vicinity of the Construction Premises that is not scheduled for repair, replacement or removal. All Project-related demolition, construction, alteration, addition, improvement and other activity or work performed by or for SRT on the Construction Premises shall be carried out in a manner that minimizes any adverse impact on City property (including but not limited to the Bagley Wright Theater at Seattle Center) and the use thereof by the City or third parties, as well as on any private property in the vicinity of the Project. (For purposes of this requirement, the term "property" includes land, improvements lawfully occupying rights-of-way, trees, shrubbery and landscaping, survey markers and monuments, buildings and structures, conduits and pipes, fences, pavements, curbs, driveways, sidewalks, traffic buttons, paint striping and other channelization, and other property of any description whether shown on the drawings or not.) Without limiting the foregoing, SRT shall not block or otherwise unreasonably impede access to or use of any road or walkway at Seattle Center without prior written authorization by the Seattle Center Project Coordinator. SRT shall work closely with Seattle Center Project Coordinator to schedule construction activity to minimize construction impacts such as noise, dust and fumes. Periodically the Seattle Center Project Coordinator shall provide SRT with a list of events scheduled at Seattle Center to inform SRT and its Project Contractor of uses that may be adversely impacted by Project-related activity. If, after consultation between the Director and the SRT Managing Director regarding the adverse impact that Project-related activity is likely to have or is actually having on one or more Seattle Center events and their joint effort to modify or reschedule such Project-related activity so as to minimize such adverse effect, the Director determines, in the exercise of such official's discretion, that an adverse impact is still likely to occur or occurring, the SRT Managing Director, upon receipt of notice from the Director, shall order the immediate suspension or cessation of the Project-related activity specified in such notice for the duration identified in such notice.

(2) Facilitation of Seattle Center Festival Activity. SRT shall ensure that the SRT Project contractor facilitates the undertaking of Seattle Center festival activity identified below in areas outside of the Construction Premises by (a) removing all construction trailers, equipment, materials from areas outside of the Construction Premises (including but not limited to the asphalt-paved area at the Southwest corner of the Construction Premises); (b) relocating all construction fencing to the inside (lawn turf) edge of the Construction Premises; and (c) discontinuing all construction-related activity on the outside of the Construction Premises. No later than one (1) week prior to the beginning date of each of the festival time periods specified below the SRT Project contractor shall complete the removing and relocating required by this subsection and sweep and repair all soft or damaged portions of paved areas outside of the Construction Premises that have been previously used by such contractor. SRT shall ensure that the SRT Project contractor does not engage in any construction-related activity outside of the Construction Premises at any time during any of the festival periods specified below, but nothing herein shall prohibit the use by such contractor of Seattle Center roadways to gain access to the Construction Premises. Without the prior, written consent of the Director, the SRT Project contractor shall not relocate its construction fencing to any area outside of the Construction

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Premises or use any area outside of the Construction Premises for the temporary storage of any construction trailer, equipment, or materials at any time prior to three (3) days after the closing date of each of the festivals as specified below. The opening and closing dates and duration of the festivals to be facilitated by the SRT Project contractor as provided herein are as follows:

"Northwest Folklife" Festival (May 24-27, 1996);
"Bite of Seattle" Festival (July 19-21, 1996): and
"Bumbershoot"™ Festival (August 30-September 2, 1996).

C. Liens Prohibited. SRT shall not suffer or permit any mechanic's or materialman's lien or any other lien to be filed against the Construction Premises by reason of any work, labor, service or material supplied or claimed to have been supplied to SRT for or in connection with the Project. If any such lien is so filed, SRT shall immediately take such action as is necessary to secure the discharging of the same, and shall indemnify and hold the City harmless from and against any and all losses, costs (including attorneys' fees), liability, expenses and claims arising out of work done by or for SRT on the Construction Premises. SRT shall pay all City costs, including legal costs, that are incurred in connection with and for the removing of any lien related to the Project or imposed on the Construction Premises as a consequence of the Project, within thirty (30) days after the date of the City invoice for the same. SRT shall give written notice to each person or entity contracting to perform work on the Construction Premises for or on SRT's behalf from and after the date this Agreement is fully executed that such work is not a City public work; that because the Facility is located on City property, no lien can be filed against the property; and that SRT assets are the only resources from which such person or entity may look to for recovery in the event of a monetary dispute regarding such work. SRT shall also secure from each such person or entity a written release of any and all interests such person or entity may have or purport to have in the Construction Premises and the Facility constructed or to be constructed thereon and the improvements made or to be made thereto, and shall deliver such release to the Seattle Center Project Coordinator not less than five (5) days prior to allowing such person or entity enter upon the Construction Premises or the Facility to perform any work for SRT on or in the same.

D. Indemnification from Claims for Unpaid Wages. SRT shall indemnify and hold City harmless from any and all claims for unpaid wages due to any laborer who has worked on the Project, whether such claim is made directly by any such laborer or any governmental entity on such laborer's behalf, together with any claims for interest and penalties associated with such unpaid wages. The indemnification provided hereunder shall survive the expiration or earlier termination of this Construction Agreement.

E. High Quality Workmanship. All work required by SRT to complete the Project shall be carried out with good workmanship and with new materials, which shall all be of a high quality and at least conform to Seattle Center standards of practice.

F. Noncompliance with Project Manual Provisions Constitutes Breach. Unless otherwise authorized by the Director, in writing, noncompliance by the SRT Architect or SRT general contractor for the Project with the provisions of the July 31, 1995 Project Manual listed in Exhibit C shall constitute a default and material breach of this Agreement. SRT shall ensure that whenever a submittal required by any such listed provision is delivered to SRT, no later

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than twenty-four (24) hours after such receipt, a copy of such submittal is delivered to the Seattle Center Project Coordinator.

G. SRT to Ensure Compatibility Between Utility Equipment Owned by Each Party. SRT shall ensure that all utility system-related equipment installed by or for SRT in or on the Premises is compatible and will fully interface with the established Seattle Center campus-wide Energy Management Control System. This obligation includes, among other activities, having a 4 to 20 miliamp signal installed that will directly interface with the existing City Energy Management Control System and provide information that will be automatically transferable to the graphic interface without City involvement or action.

H. Director's Review and Approval of Design Changes Affecting Construction Premises Exterior or City Maintenance Responsibilities under Facility Use & Occupancy Agreement. If, during construction, any change is proposed to be made that would modify or otherwise impact the design of the exterior of the Facility that is to be constructed pursuant to this Construction Agreement from the design most recently approved by the Director (Appendices "A" and "B"), or would otherwise have an adverse effect on any structural, mechanical, electrical or other system associated with the Facility with respect to which City has assumed maintenance responsibility under the Facility Use & Occupancy Agreement, such proposed change shall be detailed and submitted to the Seattle Center Project Coordinator for review and approval. SRT shall not authorize or permit the making of any design modification or change order affecting the exterior of the Project structure or otherwise having an adverse effect on any structural, mechanical, electrical or other system associated with the Facility with respect to which City has assumed maintenance responsibility under the Facility Use & Occupancy Agreement until after the SRT has received notice of the Director's approval for the making of such change. The Seattle Center Project Coordinator or Director shall respond to SRT's request for approval of a proposed design change within two (2) Seattle Center Project Management Office business days after such City official's receipt of plans and specifications or drawings regarding such proposed design change that are, in the opinion of such City official, sufficiently detailed to provide a clear understanding to such City official of the impact and implications of such proposed change on the Facility design as most recently approved by the Director.

I. Waste Disposal. SRT shall secure and provide on-site containers for the collection of waste materials, debris and rubbish associated with the Project. SRT shall keep the work site and all adjacent property free from the accumulation of waste materials, rubbish and windblown debris associated with the Project and, on a daily basis, shall dispose of all flammable, hazardous and toxic materials generated by or otherwise associated with the Project. Storage and disposal must be in accordance with Title 40 CFR, WAC Ch. 173-303 and Title 49 CFR and state and local fire codes and regulations. All waste materials, debris and rubbish generated by or otherwise associated with the Project shall be disposed of legally at disposal areas away from the Construction Premises. Upon the completion of the Project, SRT shall ensure that the Construction Premises and the roadways and walkways immediately surrounding the Construction Premises are cleaned to the reasonable satisfaction of the Seattle Center Project Coordinator; and that all tools, equipment and surplus materials, and waste materials, debris and rubbish associated with the Project have been removed from the Construction Premises.

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J. Operations, Material Handling, and Storage Areas.

(1) SRT shall ensure that all Project-related operations, including storage of materials, are confined to the Construction Premises.

(2) Ownership and control of all materials and component parts of the Bagley Wright Theatre and other portions of Seattle Center facilities to be demolished or removed as a part of the Project shall immediately vest in SRT upon severance of the material or component from the Construction Premises or the Bagley Wright Theatre. SRT shall be responsible for compliance with all laws governing the storage and ultimate disposal of all such materials or facility components. SRT shall provide the Seattle Center Project Coordinator with a copy of all manifests and receipts evidencing proper disposal when required by the Seattle Center Project Coordinator or applicable law.

K. Observations. After prior notice to the SRT Project Manager (which notice may be by telephone notwithstanding any contrary provision hereof), the Seattle Center Project Coordinator and such official's advisors (including but not limited to any architect) may observe any and all work being performed at the Construction Premises and any and all Project activity at any reasonable time for, among other purposes, determining whether such work is in accordance with the plans and specifications approved by the Director.

L. Work Inconsistent with Director-Approved Project Plans & Specifications. No portion of the exterior of the Project structure or any portion of the Project that connects to any structural, mechanical or electrical element of the Bagley Wright Theatre or any portion of the Bagley Wright Theatre that City is to maintain under the Facility Use & Occupancy Agreement (including but not limited to any utility or HVAC component) shall be constructed, placed, erected or otherwise undertaken on the Construction Premises except in accordance with plans and specifications therefor that have been approved by the Director. If any Project-related work is not consistent with such plans and specifications, the Director may send to SRT a Notice of Non-Compliance. As soon as possible following SRT's receipt of any such Notice of Non-Compliance, at the Director's sole discretion, SRT shall either (i) desist from the making, occupation, use and operation of such improvement, addition, alteration or construction and remove it from the Construction Premises, or (ii) make it consistent with such approved plans and specifications. SRT's failure to make such corrections within twenty (20) days after SRT's receipt of such Notice of Non-Compliance, or in the event such corrections require more than twenty (20) days for completion, SRT's failure to commence such correction work within twenty (20) days after receipt of such notice and to diligently prosecute such correction work to completion within a reasonable time, shall constitute a material breach of this Construction Agreement and shall subject this Construction Agreement to termination.

M. Director's Right to Suspend Project For Cause.

(1) If SRT fails or refuses to perform any of its obligations in accordance with this Construction Agreement, and such failure or refusal constitutes a material breach and default, the Director may issue a notice ordering SRT to stop work on the Project, or any portion thereof, until satisfactory corrective action has been taken.

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(2) SRT shall not be entitled to damages from City as a consequence of any increased cost or time of performance attributable to SRT's failure or refusal to perform or from any reasonable remedial action taken by City based upon such failure or refusal to perform.

N. Final Completion of Exterior Portions of Project. SRT shall ensure that final completion of the exterior portions of the Project (including but not limited to the building comprising the Facility), is achieved on or before May 31, 1997. Final completion of the Project shall be evidenced by the following:

(1) The proper restoring to a good working condition of the lawn irrigation system serving the Construction Premises; and

(2) The reseeding of the lawn area or the installation of sod on all portions of the Construction Premises that are to have lawn according to the Construction Premises landscaping plans approved by the Director (Exhibit D); and

(3) The replacing, in kind and in size, of all trees and shrubs that were not to be removed as a part of the Project but have been so severely damaged through Project-related work (by bark scraping, root cutting, burying, etc.) that their replacement is deemed by the Director, in the exercise of such official's reasonable discretion, to be necessary to maintain the general park-like appearance of the Seattle Center grounds or, in the alternative and at the Director's option, SRT's paying to City of the sum of $6,000 for each such tree that must be replaced; and

(4) SRT's restoring or replacing, at no cost or expense to City, of all off-Construction Premises improvements and/or landscaping altered or damaged in connection with or as a result of any Project-related activity by SRT or any consultant, contractor, subcontractor, or agent of any of the same, which restoration and replacement shall be in kind and size and otherwise to the condition such off-Construction Premises improvements and/or landscaping had immediately prior to the commencement of the Project or to a better condition, and shall be otherwise completed in accordance with instructions from the Seattle Center Project Coordinator; and

(5) SRT's paying, within thirty (30) days after their submission to SRT, of all City invoices up to the aggregate sum of $1,500 for expenses incurred in the planting of shrubbery and the performing of other relandscaping along the southern margin of the Construction Premises in a manner that the Director, in the exercise of such official's reasonable discretion deems acceptable; and

(6) SRT's paying, within thirty (30) days after their submission to SRT, of all City invoices for expenses incurred by City in performing root pruning and work that is to be completed by City staff according to the July 31, 1995 Project Manual other than that described in Subsection 8.O(4) hereof; and

(7) SRT's delivering for the Seattle Center Project Coordinator of a certificate from SRT's architect that the exterior portions of the Project, including but not limited to all punch-list work items and the exterior portions of the building comprising the Facility, have

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been finally completed in a good and workmanlike manner and in accordance with the latest plans and specifications to which the Director gave approval.

O. Final Inspection Punchlist. Upon substantial completion of the Project, the SRT Project Manager shall give notice of that condition to the Director and request that the Seattle Center Project Coordinator and such other designee(s) as the Director may select participate in a joint walk-through/around of the Construction Premises and identify work items remaining for completion in accordance with the latest plans and specifications to which the Director has given approval or otherwise requiring correction or remedial activity. SRT shall ensure that all punchlist work is completed within ninety (90) days after the date of such initial, joint walk-through/around, and shall thereafter invite the Seattle Center Project Coordinator and such other designee(s) of the Director to participate in another joint walk-through/around of the Construction Premises to verify whether or not all punchlist work has been properly completed.

P. "Record" Drawings & Operations/Maintenance Manuals to Be Provided. SRT shall keep a complete set of approved final plans and specifications at a construction office on the Construction Premises throughout the duration of the Project. Within ninety (90) days after the completion of the Project, SRT shall provide the Seattle Center Project Coordinator with a complete set of reproducible "as-built" drawings on 24" x 36" or 36" x 48" mylar and on 3.5" 1.44MB disks in Autocad 12 or other format acceptable to the Director reflecting the final "as-built" condition of the Project together with either the original or a copy of each maintenance or operation manual received by SRT that is necessary for the repair or maintenance of any architectural, mechanical, or electrical building system or piece of equipment installed on the Construction Premises as part of the Project, regardless of which party hereto is responsible for the maintenance of such system or equipment.

Q. SRT's Responsibility for the Project and Damage Resulting Therefrom. The Project, including change order work, shall be at the sole risk of SRT through its physical completion. All utility lines, equipment and service, materials, equipment and plant material that is damaged or destroyed as a consequence of any Project-related activity shall be repaired, corrected or replaced by SRT to the condition the damaged or destroyed item was in immediately prior to its being damaged or destroyed, or to a better condition, at no cost or expense to City, regardless of the cause of damage, unless otherwise permitted by the Director. SRT shall also bear sole responsibility for damage to property located outside of the Construction Premises caused by any Project-related act or omission including but not limited to erosion, siltation, pollution, run-off, or other related causes during the Project.

R. Obligation to Install Sod Rather Than Seed for Lawn Restoration. In the event that on or by April 1, 1997, SRT's Project contractor has failed to complete, as part of the relandscaping of the Construction Premises, the reseeding of that portion of the Construction Premises that is to consist of lawn as is contemplated in Exhibit D hereof, then SRT shall require its Project contractor to relandscape all such lawn areas using lawn turf that has been (a) planted with seed as required by, and (b) grown in a sand medium that is compatible with and comparable to "Meyers Way" sand as referenced in, the specifications attached hereto as Exhibits A and D. Such lawn turf must have roots that have become fully knitted into and remain capable of growing further into other "Meyers Way" sand or a comparable form of sand. The suitability of the sand in which such lawn turf will be or has been grown shall be

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determined by the Director, in the exercise of such official's discretion. SRT shall require the Project contractor to deliver to the Director for such official's review and approval prior to the Project contractor's commencing the installation of any lawn turf on the Construction Premises, a sample of the sand in which such lawn turf has been grown, a sieve analysis of such sand and any other technical information the Director may reasonably request with respect to such sand, and a sample of the lawn turf to be installed.

S. Construction Warranties. City and SRT acknowledge that certain warranties will be given to SRT by the construction contractor of the New Premises, suppliers of materials and equipment for the New Premises, and other parties who provide labor or materials for the design and construction of the New Premises (the "Construction Warranties"). SRT, on notice from City, shall make such claims on warranties given to SRT in connection with the construction and design of the New Premises, or under any other agreements for the provision of materials, labor or other services for the New Premises, as the Director requests. SRT shall also provide the Director with a copy of each warranty document relating to the Construction Warranties immediately after SRT receives any such document. City shall cooperate with SRT in enforcing SRT's rights under applicable warranties to correct any defects or deficiencies in labor, equipment and materials covered by such warranties.

9. INDEMNIFICATION AND LIABILITY INSURANCE

A. Indemnification. SRT agrees to and shall protect, defend, indemnify, and hold City and its officials, employees, and agents harmless from and against all claims, demands, and causes of action, judgments and/or awards of damage (including all attorneys' fees costs), arising out of or related to any act or omission of SRT or any of its officers, employees, consultants, contractors, or any subcontractor or agent of any of the same on the Construction Premises:

(1) That results in bodily injury or death to any person or damage to property, except this obligation shall not apply when such injury or damage is solely and entirely the fault of City, or when such injury or damage results from the concurrent negligence of City and SRT, in which case SRT shall protect, defend, indemnify and hold City harmless to the extent of the negligence of SRT; or

(2) That results in the use of any design, process, or equipment that constitutes, or is alleged to constitute, an infringement of any United States patent presently issued, or violates any other proprietary interest, including a copyright, trademark, or trade secret.

B. Indemnification Against Enforcement Costs. SRT shall also hold City harmless from any expense incurred to enforce City's rights under this section. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.

C. No Limit on Indemnification Through Industrial Insurance. In any action against City and any other entity indemnified in accordance with this section, by SRT or any of its employees, contractors, subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the

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amount or type of damages, compensation, or benefits payable by or for SRT or any contractor under RCW Title 51 (the Industrial Insurance Act) or any other employee benefit act. In addition, as to City only, SRT waives its immunity and limitation on liability under any industrial insurance act including RCW Title 51, and acknowledges that this waiver was specifically entered into after mutual negotiations.

D. Survival of Indemnification Obligations. The indemnification obligations of SRT hereunder shall survive the expiration or earlier termination of this Construction Agreement.

E. Insurance to be Secured by SRT. Within twenty-four (24) hours after the full execution of this Construction Agreement, SRT shall secure and shall thereafter maintain in full force and effect throughout the term of this Construction Agreement, at no expense to City, insurance as specified in Exhibit E.

F. Reconstruction Following Loss.

(1) Insurance Proceeds. In the event of any loss, damage or casualty that is covered by the insurance described in Exhibit E, the parties to this Construction Agreement shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which proceeds (including interest earned thereon) shall be held in trust jointly by SRT and the City for use in accordance with the terms of this Construction Agreement and the Facility Use & Occupancy Agreement. Such insurance proceeds shall be used for the purpose of restoring the addition to the Bagley Wright Theatre to be constructed pursuant to this Construction Agreement and any City property that has been damaged by the casualty to the condition and usability it formerly had or for replacing the same with equivalent or more suitable improvements.

(2) Reconstruction. Using insurance proceeds as described in Subsection 9.I(1) hereof, the parties shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary to repair, restore or replace the theatrical facilities and the improvements and items of equipment therein that have been damaged by any insured casualty, to the condition the same had immediately prior to the occasioning of such damage or destruction or to a better condition.

G. Waiver of Subrogation. City and SRT waive all subrogation rights against each other, any contractors, architect, architects' consultants, and separate contractors, if any, and all of their respective subcontractors, for damag[illegible] caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Construction Premises, except such rights as they have to proceeds of such insurance held by City or SRT or both as fiduciary. SRT shall require similar waivers from its contractor, subcontractors, and subsubcontractors. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

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10. COMPLIANCE WITH LAW

A. General Requirements. SRT, at no cost to City, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and Municipal Code of The City of Seattle; and rules, regulations, orders and directives of their administrative agencies and the officers thereof as now or hereafter enacted or promulgated. Whenever SRT is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its officers, employees, contractors, agents or invitees, or any of its contractor's subcontractors, SRT shall immediately desist from and/or prevent or correct such violation.

B. Licenses and Other Authorizations. SRT, at no cost to the City, shall secure and maintain in full force and effect during the term of this Construction Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof, and shall submit to the Seattle Center Project Coordinator evidence of SRT's satisfaction of all such requirements whenever requested by such official. SRT shall be responsible for payment of all fees and charges incurred in obtaining said approvals and for obtaining a certificate of occupancy prior to making any use of the facility developed through the Project.

C. Nondiscrimination and Affirmative Action. SRT shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including the Seattle Municipal Code (SMC), notably SMC Ch. 20.44; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

D. Americans With Disabilities Act Compliance. SRT, at no cost to Seattle Center, shall comply with all requirements of the Americans With Disabilities Act, as now or hereafter amended, and all rules and regulations implementing the same.

E. Worker's Compensation Legislation & Regulations. At all times during the term of this Construction Agreement, SRT and its Project contractor shall comply with all applicable workers' compensation laws of the State of Washington; pay such premiums as may be required thereunder; and indemnify and hold harmless the City, its officers, agents and employees from any liability arising under such legislation and regulations implementing the same.

F. Safety Laws. SRT shall comply, and require its Project contractor to comply, with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction over the safety of persons or property, or over protection from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of work associated with the Project may affect them.

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11. SAFETY PRECAUTIONS

A. SRT General Responsibilities. SRT, rather than the City, shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project.

B. SRT Responsible for Employee Safety and Property. SRT shall take all reasonable precautions to protect the lives and health of employees performing any work in connection with the Project and other persons who may be affected by the Project, prevent damage to materials, supplies, and equipment whether on the Construction Premises or stored away from the Construction Premises, and prevent damage to other property on the Construction Premises or adjacent thereto.

C. City Not Responsible for Safety. Nothing provided in this Agreement shall be construed as imposing any duty upon City with regard to, or as constituting any express or implied assumption of control or responsibility over, safety at or on the Construction Premises, or over any other safety conditions relating to employees or agents of SRT or its Project contractor or any of such contractor's subcontractors, or the public.

12. ENVIRONMENTAL CONDITIONS

A. Definitions. For the purpose of this subsection, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

(1) "Laws or Regulation" shall mean any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction of which SRT has knowledge), now or hereafter in effect including but not limited to the Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act as amended by the Solid and Hazardous Waste Amendments of 1984, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, and the Solid Waste Disposal Act.

(2) "Hazardous Substances" shall mean any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any federal, state, or local statute, ordinance, or regulation relating to environmental protection, contamination or cleanup.

B. Restrictions on SRT Activities. SRT shall not cause to occur upon the Construction Premises or permit the Construction Premises to be used to generate, produce, manufacture, refine, transport, treat, store, handle, dispose, transfer, or process Hazardous Substances except in compliance with all applicable Laws and Regulations. SRT shall provide the Director with the SRT's USEPA Waste Generator Number (if any) and shall make available for inspection at SRT's place of business upon reasonable request, all Material Safety Data Sheets (MSDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory

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permits or approvals (including revisions or renewals) and any correspondence that SRT or SRT's contractor receives from, or provides to, any governmental unit or agency in connection with the handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Construction Premises.

C. Correction of Violations. If SRT or SRT's contractor violates any applicable Law or Regulation or any of the terms of this section concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, upon receipt of notice of such violation or the expiration of all challenges and appeals of such notice, whichever occurs later, SRT shall promptly take such action as is necessary to mitigate and correct the violation. If SRT does not act in a prudent and prompt manner, City reserves the right, but not the obligation, upon reasonable prior notice to SRT, to act in place of SRT (for which purpose SRT hereby appoints City as its agent), to come onto the Construction Premises and to take such action as is necessary to ensure compliance or to mitigate the violation. If the Director has a reasonable belief that SRT or SRT's contractor is in violation of any law or regulation regarding the presence or use of Hazardous Substances, or that SRT's actions or inactions present a threat of violation or a threat of damage to the Construction Premises, City reserves the right, upon reasonable prior notice to SRT, to enter onto the Construction Premises and take such corrective or mitigating action as the Director deems necessary. All reasonable costs and expenses incurred by City directly attributable to any such action shall become immediately due and payable by SRT upon presentation of an invoice therefor.

D. Testing. SRT shall provide City with access to the Construction Premises to conduct an environmental inspection at such reasonable time(s) as may be requested by City. In addition, SRT shall permit City access to the Construction Premises at any time, upon reasonable notice, for the purpose of conducting environmental testing at the City's expense. SRT shall not conduct or permit others to conduct environmental testing on the Construction Premises without first obtaining the Director's written consent, which shall not be unreasonably withheld. SRT shall promptly inform the Director of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the Construction Premises whenever the same becomes known to SRT, and SRT shall provide a written copy of the same to the Director within thirty (30) days after the preparation of any such material.

E. Removal of Hazardous Substances Prior to Completion of Project. Prior to completion of the Project, in addition to all other requirements under this Agreement, SRT or SRT's contractor shall remove any Hazardous Substances placed on the Construction Premises by or for SRT during the term of this Agreement and shall demonstrate such removal to the Director's reasonable satisfaction.

F. Reimbursement of City Costs. In addition to any remedy provided above, City shall be entitled to full reimbursement from SRT whenever City incurs any cost directly resulting from a violation by SRT or SRT's contractor of any of the terms of this section, including, but not limited to, the costs of any investigation, clean-up and other remedial activity; the fees of consultants, contractors, and attorneys; fines, penalties assessed directly against City, injuries to third persons or other property, and losses of revenue resulting from an inability to lease or re-license or market the Construction Premises due to its environmental condition as the result of SRT's violation of the terms of this Agreement (even if such loss of revenue occurs after the

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expiration or earlier termination of this Agreement); Provided, that City shall notify SRT prior to incurring any such costs, and SRT shall be provided a reasonable opportunity to defend any claim giving rise to such costs.

G. Indemnification. In addition to all other indemnification provided in this Agreement, and notwithstanding the expiration or earlier termination of this Agreement, SRT shall defend, indemnify and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including the fees of consultants, contractors and attorneys, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substance placed by SRT or SRT's contractor on the Construction Premises and resulting in a violation of any of the terms of this section, or the migration of any such Hazardous Substance from the Construction Premises to other property or into the surrounding environment that results in a violation of any of the terms of this section, whether made, commenced or incurred (1) during the term of this Agreement, or (2) after the expiration or termination of this Agreement if arising out of an event occurring during the term of this Agreement; Provided, that City shall provide SRT with prior notice of any event giving rise to SRT's indemnification obligation hereunder.

13. MEDIATION OF DISPUTES

The parties hereto shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, to participate in good faith in the mediation process described below, and attempt to resolve all claims and disputes between them in a one mediation effort.

A. Involvement of Mediator & Mediator's Consultants. In the event an issue cannot be resolved by negotiations between subordinate staff of SRT and Seattle Center, the matter shall be referred to the the Director and the SRT Managing Director. In the event those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute; Provided, that in the event the Director and SRT Managing Director cannot agree upon a mediator within such seven (7) day period, either party may apply to the American Arbitration Association or the Judicial Arbitration & Mediation Service for the appointment of a mediator according to the process that is established by such entity for such action. SRT and City shall share equally the cost charged for the mediation of any dispute. The mediator shall have the authority to engage one or more expert consultants with knowledge in the field(s) or area(s) involved in the matter(s) that are in dispute to assist the mediator and the parties to evaluate their respective claims and possibly reach agreement to resolve their dispute.

B. Continuation of Efforts in Event of Dispute; No Litigation Without Mediation. Notwithstanding the existence of any dispute between the parties hereto, the parties shall continue to carry out, without unreasonable delay, all of their respective responsibilities under this Agreement that are not affected by the dispute. Neither party to this Agreement shall

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commence any litigation against the other with respect to any claim or dispute under this Agreement without first participating, in good faith, with the other party in mediation as contemplated in this section.

14. DEFAULT & MATERIAL BREACH

A. Process for Termination of Agreement.

(1) For Cause: Either party may terminate this Construction Agreement in the event that the other party materially and substantially fails to perform its obligations as described in this Construction Agreement.

(2) For Reasons Beyond the Control of the Parties: Either party may terminate this Construction Agreement without recourse by the other party where performance is rendered impossible or impracticable for a reason beyond such party's reasonable control, such as but not limited to: an act of Nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

(3) For Act of Insolvency: City may terminate this Construction Agreement if SRT becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

B. Notice of Breach; Opportunity to Cure. Neither party shall be in default of this Agreement unless such party fails to perform an obligation required of it within a reasonable time, which time shall not extend for more than thirty (30) days after written notice from the aggrieved party has been received by the other, specifying the particular obligation that the other has failed to perform or the provision of this Agreement that has been materially breached; Provided, that if the nature of the other party's obligation is such that more than thirty (30) days are reasonably required for performance or the curing of such material breach, then the other party shall not be in default if it commences performance or the curing of such breach within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In the event such default is not cured within the allowed cure period, this Agreement may be terminated by the aggrieved party's giving notice of termination to the other party not less than five (5) days prior to the effective date of termination.

C. Removal of Construction-Related Equipment Upon Termination. In the event this Construction Agreement is terminated, SRT shall:

(1) Cease or have discontinued all activity associated with the Project on the Construction Premises except activity specifically allowed by the Director; and

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(2) Require the construction contractor to remove all construction equipment on the Construction Premises or other areas of the Seattle Center being used by such contractor in connection with the Project.

15. MISCELLANEOUS

A. Notices. Except as otherwise specified herein, any notice to be provided under any of the provisions hereof shall be served in person or sent by certified mail marked in bold typeface "SRT - Project WP 28401" and addressed as follows:

To SRT: Benjamin Moore, Managing Director
Seattle Repertory Theatre
155 Mercer Street
Seattle, WA 98109

To City: Terry Plumb
Project Coordinator
Seattle Center Department
The City of Seattle
305 Harrison Street
Seattle, WA 98109

or to such other addressee(s) and address(es) as SRT or the City may specify for itself in a notice to the other party.

B. No Agency, Partnership or Joint Venture. The Parties to this Construction Agreement do not intend by this Construction Agreement to, and nothing contained in this Construction Agreement shall, create any agency relationship, partnership, joint venture or other similar arrangement between SRT and the City. Neither SRT nor any of its subcontractors shall create any obligation or responsibility on behalf of the City or bind the City in any manner.

C. No Third Party Rights. No term or provision of this Construction Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation that is not a party hereto nor shall any person, firm, organization or corporation other than a party hereto have any right or cause of action hereunder.

D. Corporate Obligations Only. The obligations of SRT under this Agreement are solely the obligations of the nonprofit corporate entity known as the Seattle Repertory Theatre, and no director, trustee, officer, employee, agent or other SRT representative shall have any liability hereunder individually, or in his or her capacity as director, trustee, officer, employee, or agent.

E. Partial Invalidity. If any term, covenant or condition of this Construction Agreement or the application thereof to any person or circumstance shall, to any extent, is found or held to be invalid or unenforceable, the remainder of this Construction Agreement, and the application of such term, covenant or condition to persons or circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected thereby and each term,

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covenant or condition of this Construction Agreement shall be valid and enforceable to the full extent permitted by law.

F. Governing Law; Venue. This Construction Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Washington. In the event any action is brought to enforce the provisions of this Construction Agreement, the jurisdiction and venue of any such action shall be laid in the Superior Court of the State of Washington for King County.

G. Time of Essence. Time is of the essence under this Construction Agreement.

H. Assignment. SRT shall not transfer, convey, or assign the rights or privileges or the Construction Premises made available to SRT under this Construction Agreement, in whole or in part, to any other person, firm or corporation without the prior written authorization of the Director. Said rights, privileges, and Construction Premises are not assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any assignee approved by the Director must accept and assume in writing all the terms and conditions of this Construction Agreement to be kept and performed by SRT and such assignment shall not in any manner discharge or release SRT from any other obligation under the terms of this Construction Agreement. Non-compliance with this section shall be deemed to be a material breach.

I. Modifications. This Construction Agreement may not be modified or amended except by a written instrument signed by both parties hereto.

J. Counterparts. This Construction Agreement may be executed in counterparts, and each counterpart shall be deemed to be an original instrument. All counterparts together will constitute one and the same Agreement.

K. Force Majeure. Any delay in or failure of performance by City or SRT shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party (a "Force Majeure" event).

(1) Force Majeure events include, but are not limited to:

(a) Acts of Nature;

(b) Acts of war or public rebellion;

(c) Fire or other casualty for which neither SRT nor its Project contractor nor any employee, agent or subcontractor of either of the same is responsible;

(d) Quarantine or epidemic;

(e) Strike or defensive lockout;

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(f) Unusually severe weather conditions which could not have been reasonably anticipated; and

(g) Unusual and unforeseeable delay in receipt of supplies or products that were ordered and expedited and for which no reasonably acceptable substitute was available at the time the delay became foreseeable or at any later time when delay could have been avoided by prompt action.

(2) SRT shall not be entitled to an adjustment in the time allowed under Subsection 8.N for substantial completion of the exterior portions of the Project as a consequence of any delay or failure of performance to the extent such delay or failure was caused by SRT or anyone for whose acts SRT is responsible.

(3) The existence of more than one Force Majeure event on any single day shall not give cause for the extension of the period of performance beyond that one day.

L. Captions. The titles of the sections and subsections of this Construction Agreement are for convenience only, and do not define or limit the contents.

M. No Waivers. No action other than a written document from the Director specifically so stating shall constitute a waiver by City of any particular breach or default by SRT, nor shall such a document waive any failure by SRT to fully comply with any other term or condition of this Construction Agreement, irrespective of any knowledge any City officer or employee may have of such breach, default, or noncompliance. City's failure to insist upon full performance of any provision of this Construction Agreement shall not be deemed to constitute consent to or acceptance of such incomplete performance in the future.

N. Exhibits. The following materials, whether or not attached hereto, are hereby incorporated into this Construction Agreement as if set forth in full herein:

Exhibit A Director-Approved Plans and Technical Specifications for the Project, consisting of the July 7, 1995 Pre-Bid Issue set of drawings prepared by The Callison Partnership, Ltd.

Exhibit B Map illustrating the Construction Premises

Exhibit C July 31, 1995 Project Manual Provisions SRT Must Satisfy to Avoid Breach or Default of Construction Agreement

Exhibit D Director-approved relandscaping plan for Construction Premises

Exhibit E Minimum Required Insurance Coverage

Exhibit F July 12, 1995 Statement from Loss Control Services for 100% of Insurable Replacement Value for Old Premises

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O. Entire Agreement. This Construction Agreement and all attachments and exhibits pertaining to same constitute the entire agreement and understanding of the parties with respect to the subject matter hereof. This Construction Agreement supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties regarding the subject matter hereof. The parties to this Construction Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Construction Agreement reviewed by their respective legal counsel, and that the terms and conditions of the Agreement are not to be construed against any party on the basis of such party's preparation of the same.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement the day and year first above set forth.

SEATTLE REPERTORY THEATRE

By:_____
Benjamin Moore, Managing Director

By:_____
James F. Tune, Chairman
Board of Directors

THE CITY OF SEATTLE

By:_____
Virginia Anderson, Director
Seattle Center Department

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State of Washington)
) ss: (THEATRE'S ACKNOWLEDGEMENT)
County of King)

I certify that I know of or have satisfactory evidence that Benjamin Moore and James F. Tune signed the above annexed agreement, on oath stated they were authorized to execute said agreement and acknowledged it as the Managing Director and the Chairman of the Board of Directors, respectively, of the Seattle Repertory Theatre to be the free and voluntary act of such party for the uses and purposes mentioned in such agreement.

_____ _____
(Signature of Notary Public) (Printed name)
Residing at: _____.
My appointment expires: _____.

State of Washington)
) ss: (CITY'S ACKNOWLEDGEMENT)
County of King)

I certify that I know or have satisfactory evidence that Virginia Anderson signed the above annexed agreement, on oath stated that she was authorized to execute such agreement and acknowledged it as the Director of the Seattle Center Department of The City of Seattle to be the free and voluntary act of The City of Seattle for the uses and purposes mentioned in such agreement.

_____ _____
(Signature of Notary Public) (Printed name)
Residing at: _____.
My appointment expires: _____.

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EXHIBIT A

Director-Approved Plans and Technical Specifications for the Project, consisting of the July 7, 1995 Pre-Bid Issue set of drawings prepared by The Callison Partnership, Ltd.

[Documents not attached because of their bulk, but are on file at Seattle Center's Project Management Office.]

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EXHIBIT B

Map illustrating the Construction Premises

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EXHIBIT C

July 31, 1995 Project Manual Provisions
SRT Must Satisfy to Avoid Breach or Default of Construction Agreement

The July 31, 1995 Project Manual prepared by the Callison Partnership, Ltd. for the Seattle Repertory Theatre Bagley Wright Theater Completion Project is hereby incorporated into this Agreement by this reference. The following Project Manual sections must be complied with by SRT or its Project contractor:

01500 Temporary Facilities and Controls
01545 Existing Underground Facilities
01568 Environmental Pollution Control
01700 Contract Closeout

02072 Selective Demolition
02102 Site Preparation
02115 Tree Protection and Trimming
02200 Earthwork
02511 Asphaltic Concrete Paving
02527 Cement Concrete Curbs and Sidewalks
02580 Pavement Markings
02711 Foundation Drainage
02720 Storm Drainage
02810 Irrigation System
02920 Soil Preparation and Soil Mixes
02930 Lawns
02950 Trees, Shrubs, and Ground Cover

07110 Sheet Membrane Waterproofing
07160 Bituminous Dampproofing
07210 Building Insulation
07240 Exterior Insulation and Finish System
07270 Firestopping
07272 Firesafing
07274 Fire Rated Construction Joint Assemblies
07514 Built-Up Membrane Roofing System
07610 Metal Roofing
07620 Sheet Metal Flashing and Trim
07726 Smoke Vets
07820 Metal Framed Skylights
07900 Sealants

08110 Hollow Metal Doors and Frames
08800 Glazing

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09900 Painting

10520 Fire Extinguishers and Cabinets

14230 Hydraulic Elevator

15400 Plumbing
15406 Sewage and Sump Pump
15450 Plumbing Fixtures and Trim
15500 Fire Protection
15510 Hydronic Systems
15520 Steam Heating
15650 Refrigeration
15771 Split DX System
15800 Air Distribution
15856 Air Handling Units and Coils
15860 Air Moving Equipment
15950 Controls
15970 Testing and Balancing of Air and Water Systems
15971 Commissioning
15980 Final Completion and Project Closeout

16051 Existing Systems
16100 Basic Materials and Methods
16105 Electrical Site Work
16110 Raceways
16110 Conductors and Terminators - Copper Only
16130 Outlets, Junction and Pull Boxes
16160 Motor Controllers
16170 Disconnects and Fused Switches
16180 Fuses
16410 Electrical Service
16470 Switchboards
16471 Panelboards
16620 Battery Inverter Unit
16721 Fire Alarm System

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EXHIBIT D

Director-approved relandscaping plan for Construction Premises

[Documents not attached because of their bulk, but are on file at Seattle Center's Project Management Office.]

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EXHIBIT E

Minimum Required Insurance Coverage

A. INSURANCE COMPANY, FORM & COVERAGE SUBJECT TO CITY APPROVAL. All insurance to be provided pursuant to Section 9 of this Agreement shall be:

1. Issued by any company rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or be issued as a surplus line by a Washington Surplus lines broker;

2. Subject to approval by the City's Risk Manager as to company, form and coverage; and

3. Primary to all other insurance City, itself, may secure.

B. REQUIRED COVERAGE. Such insurance shall include the following minimum coverage:

1. Commercial general liability insurance written on an occurrence form, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury including and Copyright/Trademark/Trade name infringement; and
- Contractual Liability
- Independent Contractors Liability
- Broad Form Property Damage
- Elevator and Hoist Liability
- Employers Liability (Stop Gap)
- Explosion, Collapse and Underground Property Damage (XCU) (as applicable)

Such policy(ies) shall provide the following minimum limit for Bodily Injury and Property Damage, at SRT's option:

- $2,000,000 per occurrence, $4,000,000 annual aggregate, or
- $1,500,000 per occurrence, $3,000,000 annual aggregate on an "each event" basis.

The retention amount (if any) shall not exceed Five Thousand Dollars ($5,000). Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager.

2. Business automobile liability insurance, including coverage for owned, non-owned, leased or hired vehicles under which the following minimum limits of coverage is provided for Bodily Injury and Property Damage: $ 1,000,000 per person, $1,000,000 per occurrence.

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3. Worker's compensation insurance that complies with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the greatest extent applicable including coverage for all employees suffering bodily injury (including death) by accident or disease, that arises out of or in the connection with any act or omission under this Agreement.

4. Builders risk insurance covering all perils including earthquake and flood, in an amount not less than the value of the Project **AND** 100% Insurable Replacement Value of the Old Premises (as that term is defined in the Facility Use & Occupancy Agreement) as indicated on the July 12, 1995 valuation statement from Loss Control Services attached hereto as Exhibit F naming City, SRT, SRT's Project contractor and subcontractors at every tier as Named Insureds.

C. Minimum Insurance Coverage Subject to Adjustment. The sufficiency of the minimum amounts of insurance coverage specified in Section 9 and this Exhibit shall be reviewed by the parties on the anniversary of the full execution of this Agreement. SRT shall increase such insurance coverage within sixty (60) days after such review to the minimum amount(s) reasonably specified by the Director.

D. Evidence of Insurance.

1. The following documents must be provided to the City's Risk Manager as evidence of the insurance coverage required under this Agreement:

(a) Within twenty-four (24) hours after the full execution of this Agreement, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

(i) A copy of each policy's declarations page(s), showing the policy effective dates, limits of liability, and the "Schedule of Forms and Endorsements" or "Endorsements Form List" specifying all endorsements issued on the policy including company-specific and manuscript endorsements; and

(ii) A copy of the endorsement that names The City of Seattle as an Additional Insured (whether on Form CG2026 (ISO) or a comparable form), that shows the policy number and the signature and printed name of the person authorized to sign such form on behalf of the insurer; and

(iii) A copy of the policy provision or endorsement stating that the coverages provided by such policy to The City of Seattle or any named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City at the addresses noted in Subsection D.2 hereof; and

(iv) A copy of the "separation of insureds" or "severability of interests" clause in such policy or an endorsement thereto indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned to the first named

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insured, such insurance applies as if each named insured were the only named insured and separately to each insured against whom a claim is made or suit is brought; or

(b) Pending receipt of the documentation specified in Subsection D.1.a hereof, a copy of each such policy's binder.

(c) Within thirty (30) calendar days after SRT's receipt of a written request therefor, a copy of each complete policy with all endorsements.

2. The evidence specified in Subsection D.1 hereof shall be delivered as follows:

Director Seattle Center Department The City of Seattle 305 Harrison Street Seattle, WA 98109	Risk Manager Finance Department The City of Seattle 600 Fourth Avenue Seattle, WA 98104

or to such other official(s) and address(es) as City may hereafter specify.

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EXHIBIT F

July 12, 1995 Statement from Loss Control Services for 100% of Insurable Replacement Value for Old Premises

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EXHIBIT A

Director-Approved Plans and Technical Specifications for the Project, consisting of the July 7, 1995 Pre-Bid Issue set of drawings prepared by The Callison Partnership, Ltd.

[Documents not attached because of their bulk, but are on file at Seattle Center's Project Management Office.]

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EXHIBIT B

Map illustrating the Construction Premises

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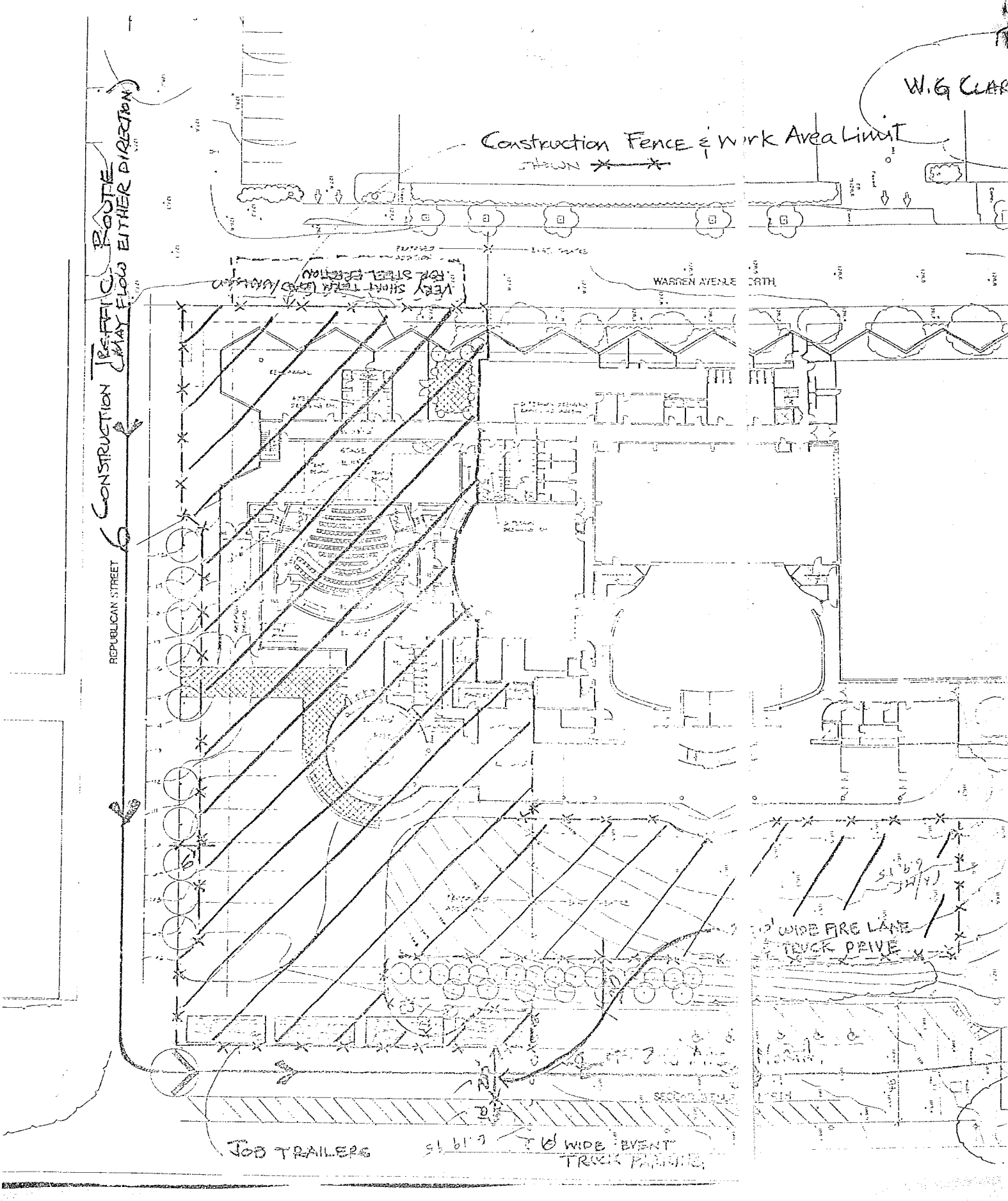
W.G CLAR
Construction Fence & Work Area Limit
SHOWN
CONSTRUCTION TRAFFIC ROUTE
MAY FLOW EITHER DIRECTION
WARREN AVENUE
REPUBLICAN STREET
WIDE FIRE LANE
TRUCK DRIVE
JOB TRAILERS
WIDE EVENT
TRUCK PARKING

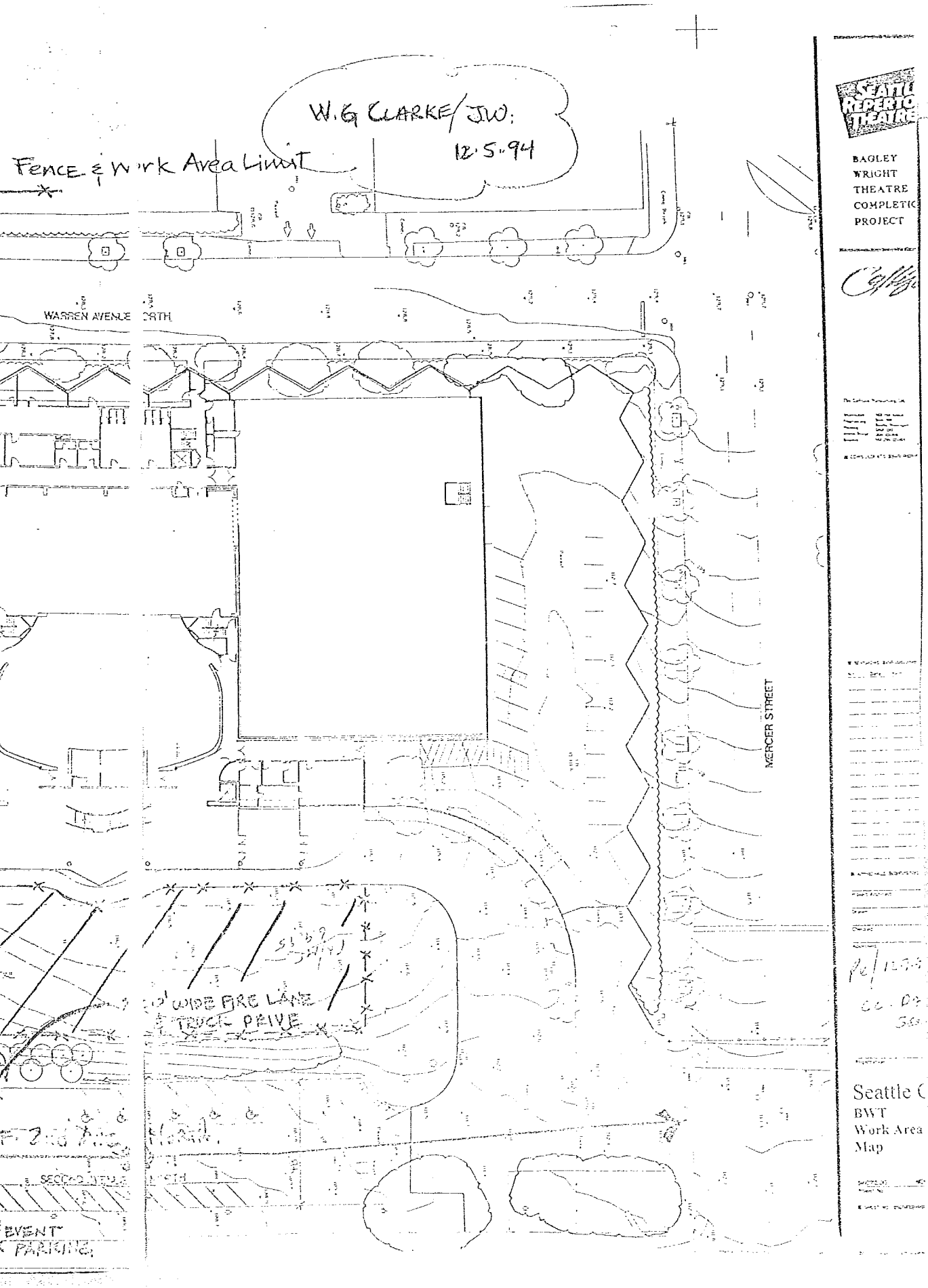

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EXHIBIT C

July 31, 1995 Project Manual Provisions
SRT Must Satisfy to Avoid Breach or Default of Construction Agreement

The July 31, 1995 Project Manual prepared by the Callison Partnership, Ltd. for the Seattle Repertory Theatre Bagley Wright Theater Completion Project is hereby incorporated into this Agreement by this reference. The following Project Manual sections must be complied with by SRT or its Project contractor:

01500 Temporary Facilities and Controls
01545 Existing Underground Facilities
01568 Environmental Pollution Control
01700 Contract Closeout

02072 Selective Demolition
02102 Site Preparation
02115 Tree Protection and Trimming
02200 Earthwork
02511 Asphaltic Concrete Paving
02527 Cement Concrete Curbs and Sidewalks
02580 Pavement Markings
02711 Foundation Drainage
02720 Storm Drainage
02810 Irrigation System
02920 Soil Preparation and Soil Mixes
02930 Lawns
02950 Trees, Shrubs, and Ground Cover

07110 Sheet Membrane Waterproofing
07160 Bituminous Dampproofing
07210 Building Insulation
07240 Exterior Insulation and Finish System
07270 Firestopping
07272 Firesafing
07274 Fire Rated Construction Joint Assemblies
07514 Built-Up Membrane Roofing System
07610 Metal Roofing
07620 Sheet Metal Flashing and Trim
07726 Smoke Vets
07820 Metal Framed Skylights
07900 Sealants

08110 Hollow Metal Doors and Frames
08800 Glazing

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14230 Hydraulic Elevator

15400 Plumbing
15406 Sewage and Sump Pump
15450 Plumbing Fixtures and Trim
15500 Fire Protection
15510 Hydronic Systems
15520 Steam Heating
15650 Refrigeration
15771 Split DX System
15800 Air Distribution
15856 Air Handling Units and Coils
15860 Air Moving Equipment
15950 Controls
15970 Testing and Balancing of Air and Water Systems
15971 Commissioning
15980 Final Completion and Project Closeout

16051 Existing Systems
16100 Basic Materials and Methods
16105 Electrical Site Work
16110 Raceways
16110 Conductors and Terminators - Copper Only
16130 Outlets, Junction and Pull Boxes
16160 Motor Controllers
16170 Disconnects and Fused Switches
16180 Fuses
16410 Electrical Service
16470 Switchboards
16471 Panelboards
16620 Battery Inverter Unit
16721 Fire Alarm System

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EXHIBIT D

Director-approved relandscaping plan for Construction Premises

[Documents not attached because of their bulk, but are on file at Seattle Center's Project Management Office.]

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EXHIBIT E

Minimum Required Insurance Coverage

A. INSURANCE COMPANY, FORM & COVERAGE SUBJECT TO CITY APPROVAL. All insurance to be provided pursuant to Section 9 of this Agreement shall be:

1. Issued by any company rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or be issued as a surplus line by a Washington Surplus lines broker;

2. Subject to approval by the City's Risk Manager as to company, form and coverage; and

3. Primary to all other insurance City, itself, may secure.

B. REQUIRED COVERAGE. Such insurance shall include the following minimum coverage:

1. Commercial general liability insurance written on an occurrence form, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury including and Copyright/Trademark/Trade name infringement; and
- Contractual Liability
- Independent Contractors Liability
- Broad Form Property Damage
- Elevator and Hoist Liability
- Employers Liability (Stop Gap)
- Explosion, Collapse and Underground Property Damage (XCU) (as applicable)

Such policy(ies) shall provide the following minimum limit for Bodily Injury and Property Damage, at SRT's option:

- $2,000,000 per occurrence, $4,000,000 annual aggregate, or
- $1,500,000 per occurrence, $3,000,000 annual aggregate on an "each event" basis.

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The retention amount (if any) shall not exceed Five Thousand Dollars ($5,000). Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager.

2. Business automobile liability insurance, including coverage for owned, non-owned, leased or hired vehicles under which the following minimum limits of coverage is provided for Bodily Injury and Property Damage: $ 1,000,000 per person, $1,000,000 per occurrence.

3. Worker's compensation insurance that complies with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the greatest extent applicable including coverage for all employees suffering bodily injury (including death) by accident or disease, that arises out of or in the connection with any act or omission under this Agreement.

4. Builders risk insurance covering all perils including earthquake and flood, in an amount not less than the value of the Project AND 100% Insurable Replacement Value of the Old Premises (as that term is defined in the Facility Use & Occupancy Agreement) as indicated on the July 12, 1995 valuation statement from Loss Control Services attached hereto as Exhibit F naming City, SRT, SRT's Project contractor and subcontractors at every tier as Named Insureds.

C. Minimum Insurance Coverage Subject to Adjustment. The sufficiency of the minimum amounts of insurance coverage specified in Section 9 and this Exhibit shall be reviewed by the parties on the anniversary of the full execution of this Agreement. SRT shall increase such insurance coverage within sixty (60) days after such review to the minimum amount(s) reasonably specified by the Director.

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D. Evidence of Insurance.

1. The following documents must be provided to the City's Risk Manager as evidence of the insurance coverage required under this Agreement:

(a) Within twenty-four (24) hours after the full execution of this Agreement, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

(i) A copy of each policy's declarations page(s), showing the policy effective dates, limits of liability, and the "Schedule of Forms and Endorsements" or "Endorsements Form List" specifying all endorsements issued on the policy including company-specific and manuscript endorsements; and

(ii) A copy of the endorsement that names The City of Seattle as an Additional Insured (whether on Form CG2026 (ISO) or a comparable form), that shows the policy number and the signature and printed name of the person authorized to sign such form on behalf of the insurer; and

(iii) A copy of the policy provision or endorsement stating that the coverages provided by such policy to The City of Seattle or any named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City at the addresses noted in Subsection D.2 hereof; and

(iv) A copy of the "separation of insureds" or "severability of interests" clause in such policy or an endorsement thereto indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, such insurance applies as if each named insured were the only named insured and separately to each insured against whom a claim is made or suit is brought; or

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(b) Pending receipt of the documentation specified in Subsection D.1.a hereof, a copy of each such policy's binder.

(c) Within thirty (30) calendar days after SRT's receipt of a written request therefor, a copy of each complete policy with all endorsements.

2. The evidence specified in Subsection D.1 hereof shall be delivered as follows:

[illegible]	Risk Manager
Seattle Water Department	Finance Department
[illegible], Seattle	The City of Seattle
[illegible] Harrison Street	600 Fourth Avenue
Seattle, WA 98109	Seattle, WA 98104

or to such other official(s) and address(es) as City may hereafter specify.

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EXHIBIT F

July 12, 1995 Statement from Le ; Control Services for 100% of Insurable Replacement Value for Old Premises

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LOSS CONTROL SERVICES

CITY OF SEATTLE
Seattle Center
Bagley Wright Theater
151 Mercer Street

VALUATION

1/1

Date: 07/12/95

DESCRIPTION	1st Floor		2nd Floor		3rd Floor		Basement	
	BUILDINGS	EQUIPMENT	BUILDINGS	EQUIPMENT	BUILDINGS	EQUIPMENT	BUILDINGS	EQUIPMENT
CONSTRUCTION CLASS*	C		C		C		B	
YEAR ERECTED	1983		1983		1983		1983	
REPLACEMENT SQUARE FOOT COST	$275.00		$72.85		$45.00		$30.00	
AREA (SQ. FT.)	42,944		24,393		2,508		2,304	
ESTIMATED REPLACEMENT COST	$11,809,600		$1,777,030		$112,860		$69,120	
LUMP SUMS Automatic Sprinklers @ $2.00/Ft.²	$85,888		$48,786		$5,016		$4,608	
INSURANCE EXCLUSIONS Foundation @ 3%	$356,865		- 0 -		- 0 -		- 0 -	
ESTIMATED 100% INSURABLE REPLACEMENT VALUE	$11,538,623		$1,825,816		$117,876		$73,728	
PRECIATION %								
DEPRECIATION AMOUNT								
ESTIMATED INSURABLE DEPRECIATED VALUE								
REMARKS	Area = 244' x 176' = 42,944 Ft.² Walls - Pre-cast concrete. Roof - B.U. comp. on insul. on steel decking and trusses. Frame - Steel 858 seating capacity.		Refer to diagrams for complete building layout. HVAC is from central plant. Replacement cost/ Ft.² factors in full lighting and stage equipment, shop, and dressing rooms (7).		Building is fully sprinklered. Wash. Alarm Central Station monitors waterflow alarm and valve temper switch.			

Prepared by:
Dave Linvog

Fully sprinklered.

1st Floor base cost = $110.00 Ft.² x 2.5 height factor = $275.00/ Ft.²

858 seating capacity.

eng\wagl-val.doc\7/27/95

The above building and equipment values represent 100% Insurable Replacement and Insurable Depreciated Values. The Insurable Replacement Value is the current cost to replace the property with new property of comparable quality and utility. The Insurable Depreciated Value represents the actual age of the property, its life expectancy, and estimated remaining life. It reflects loss in value due to physical deterioration. The building values offered are based upon current cost data from the Marshall Valuation Service with appropriate local cost factors applied, current construction costs, or consultation with architects, engineers, and/or contractors. The building values are also based upon the assumption that the entire structure is replaced at a given time and there is no unusual delay in delivering suitable materials. The equipment values are based upon current cost data from the Marshall Valuation Service, original purchase price, accountant's book values, or consultation with manufacturer's representatives.

The values arrived at from these procedures are estimates for insurance purposes only, and are meant to serve as a guideline in determining the current Insurable Replacement and Insurable Depreciated Value of the property. We are not certified appraisers and cannot assume any responsibility for the accuracy of the values. The values provided should not be considered a certification or guarantee of Insurable Value.

*CONSTRUCTION CLASS: A – Fire Resistent, fireproofed steel frame; B – Fire Resistent, reinforced concrete frame; C – Masonry or concrete load-bearing walls, wood or steel roof; D – Wood frame; S – all steel

Appendix "E"

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LOSS CONTROL SERVICES

CITY OF SEATTLE
Seattle Center
Bagley Wright Theater
151 Mercer Street

VALUATION SUMMARY

Date: 07/12/95

DESCRIPTION	ESTIMATED 100% INSURABLE REPLACEMENT VALUE		ESTIMATED INSURABLE DEPRECIATED VALUE		REMARKS
	BUILDINGS	EQUIPMENT	BUILDINGS	EQUIPMENT	Prepared by Dave Linvog
1st Floor	$11,538,623				Stage, main floor seating, shops, main lobby, Poncho forum, light booth, sound booth.
d Floor	1,825,816				Mezzanine seating, administration offices, concessions.
3rd Floor	117,876				Upper mezzanine seating.
Basement	73,728				
Total	$13,556,043				This value represent $15,836 per seat at 856 seating capacity.
					This represents a rule of thumb cost for a good fully equipped live stage theater
					specially designed and acoustically engineered.

eng\bagl-val doc\7/27/95

The above building and equipment values represent 100% Insurable Replacement and Insurable Depreciated Values. The Insurable Replacement Value is the current cost to replace the property with new property of comparable quality and utility. The Insurable Depreciated Value represents the actual age of the property, its life expectancy, and estimated remaining life. It reflects loss in value due to physical deterioration. The building values offered are based upon current cost data from the Marshall Valuation Service with appropriate local cost factors applied, original construction costs, or consultation with architects, engineers, and/or contractors. The building values are also based upon the assumption that the entire structure is replaced at a given time, and there is no unusual delay in delivering suitable materials. The equipment values are based upon current cost data from the Marshall Valuation Service, original purchase price, accountant's book values, or consultation with manufacturer's representatives.

The values arrived at from these procedures are estimates for insurance purposes only, and are meant to serve as a guideline in determining the current Insurable Replacement and Insurable Depreciated Value of the property. We are not professional appraisers and cannot assume any responsibility for the accuracy of the values. The values provided should not be considered a certification or guarantee of Insurable Value.

Form 015

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improvements made thereto or equipment installed therein as a consequence of the New Premises or the connection between the Old Premises and the New Premises not being weather-tight, and (c) the exterior of the New Premises and its adjacent landscaping were not constructed according to the plans and specifications therefor as last approved by the Director (Exhibits A and D to the Construction Agreement), SRT shall be given notice of such condition and a demand to correct such non-conforming construction and compensate City for all damage or losses occasioned by such condition. In the event that SRT fails, after having been provided such notice and an opportunity to cure as contemplated in Subsection 28.C hereof, to correct such non-conforming construction and compensate City for such damage and losses, then, notwithstanding anything to the contrary in Section 13 hereof or in Exhibits 5 through 7 hereto, SRT shall become responsible for the maintenance, repair and replacement of the roof and exterior shell of the Premises (including but not limited to the exterior walls, exterior doors and locks, and exterior windows) until such time as SRT demonstrates, to the reasonable satisfaction of the Director, that the New Premises have been constructed according to the plans and specifications therefor as last approved by the Director, or to such other plans and specifications for the New Premises as are approved by the Director, in the exercise of such City official's discretion.

D. Injunctive Relief & Specific Performance. In the event that after its receipt of due notice and an opportunity to cure as provided hereunder, either party fails to cure a material breach and default of any of its obligations hereunder, the other party shall be entitled to damages and, as appropriate, to an order for injunctive relief or specific performance.

30. SURRENDER OF PREMISES AND REMOVAL OF SRT'S PROPERTY; DISPOSITION OF MONEY IN BWTMRR FUND & SRT REPLACEMENT TRUST FUND.

A. Surrender of Premises. Upon termination or expiration of this Agreement, SRT shall surrender to City the Premises and all keys to any door or window therein.

B. Condition of Premises Upon Surrender. The Premises to be surrendered to City shall be surrendered in at least as good a condition as the Old Premises were in on the commencement date of this Agreement, except for the effects of construction of the SRT's improvements on the New Premises pursuant to the Construction Agreement and other improvements, additions, alterations, and repairs made to the Premises with the approval or concurrence of City; property damage by fire and other perils insured in contracts or policies of fire, extended coverage, and vandalism; and reasonable wear and tear.

C. Removal of Property. Prior to the expiration of the term of this Agreement, or within sixty (60) days after this Agreement's earlier termination, SRT shall remove from the Premises, at no cost or expense to City, all office equipment, furnishings, and other personal property owned and placed in or on the Premises by SRT that is not reasonably required to keep the Premises in the condition of a fully functional and safe, live theatrical performance facility. In removing such material and property, SRT shall take due care to not damage or injure the Premises, and any such damage or injury shall be immediately repaired by SRT to the Director's reasonable satisfaction, at SRT's sole cost and expense. Structural alterations, additions, improvements, and stage production equipment and fixtures identified in Exhibits 2 and 3 shall

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not be removed. In [illegible] ty make any claim or demand upon the other, nor shall either party h[illegible] ence, annoyance, disturbance, or loss of business arising out of [illegible] g such sixty (60) day period.

[illegible] Ownership of Office Equipment & Related Items. SRT shall deliver to the [illegible] October 1, 1996, a written Property Inventory identifying all SRT-owned office equipment, furnishings and other personal property moved onto the Premises during any time prior to the immediately preceding July 1st that SRT expects to be able to remove at the end of the term of this Agreement. On or by October 1st of every year thereafter during the term of this Agreement, SRT shall deliver to the Director a replacement Property Inventory or a written addendum to the most recently delivered Property Inventory indicating additions and deletions to the same that occurred during any time during the twelve (12) months prior to the immediately preceding July 1st. Each such Property Inventory that is delivered to the Director and its supplementary additions and deletions list shall constitute and be incorporated herein as Exhibit 11 until a succeeding Property Inventory is delivered to the Director.

E. Disposition of Unremoved Property. In the event that after the expiration or earlier termination of this Agreement, SRT has not removed the removable office equipment, furnishings, and other personal property listed on the most recently filed Property Inventory within the time allowed for such removal, City may, but need not, remove the same and hold it for SRT, or may place the same in storage, all at SRT's expense and risk; and SRT shall reimburse City for any reasonable expense incurred by City in connection with such removal and storage. City shall have the right to sell such stored property, without notice to SRT, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied, first, to the cost of the sale; second, to the payment of the charges for storage; third, to the payment of any other amounts which may then be due from SRT to City; the balance, if any, shall be paid to SRT. SRT hereby waives and expressly releases City from any and all claims for loss or damage, of any kind or nature, arising out of said removal, storage and sale.

F. Disposition of Money in BWTMRR Fund & SRT Replacement Trust Fund. In the event this Agreement is terminated for any reason prior to the earlier of (a) May 31, 2009, or (b) the date when the BWTMRR Fund has received the City remittance for 2009 and the balance of that City fund has been expended, SRT shall remit to City, without protest, offset or deduction of any kind or nature whatsoever, all of the money in the SRT Replacement Trust Fund, which money City shall aggregate with and deposit into the BWTMRR Fund and thereafter divide and expend as follows: First, City shall deduct from the BWTMRR Fund an amount equal to all expenditures that (1) the parties expected to make in the year in which this Agreement is terminated with such funds, as indicated in Exhibit 8, and (2) have not been made as of the effective date of termination. Second, City shall deduct from the BWTMRR Fund an amount equal to the sum of all outstanding financial obligations of SRT to City under this Agreement and otherwise, to the extent such obligations can be paid therefrom. The aggregate amount (if any) remaining in the BWTMRR Fund after such deductions have been made shall be held by City as a reasonable damage deposit to cover all City costs that may be incurred in remedying any SRT failure to leave the Premises in the condition required by Subsections 30.B and 30.C hereof. Upon the full payment of all financial obligations of SRT to City under this Agreement and otherwise (whether by direct SRT payment or deduction from the BWTMRR Fund as contemplated herein) and SRT's timely satisfaction of the requirements of Subsections

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30.B and 30.C hereof, the balance of the BWTMRR Fund (if any) shall be divided between City and SRT consistent with following calculations:

The sum of the annual SRT deposits into the SRT Replacement Trust Fund pursuant to §13.F.(3) plus the sum of the unreimbursed SRT Supplemental Deposits made pursuant to §13.F.(4)(b) hereof through the effective year of termination = Σ SRT

The sum of the annual City deposits into the BWTMRR Fund pursuant to §13.F.(3) plus the sum of all City Supplemental Deposits into the BWTMRR Fund pursuant to §13.F.(4)(a) that have not been reimbursed, each through the effective year of termination = Σ City

Σ SRT + Σ City = Total Deposits

Σ SRT ÷ Total Deposits = SRT Share of Balance of BWTMRR Fund

Σ City ÷ Total Deposits = City Share of Balance of BWTMRR Fund

City shall remit to SRT the SRT Share of Balance of BWTMRR Fund within thirty (30) days after the determination of such amount.

31. NO WAIVERS.

No action other than a written document by the Director or the SRT Managing Director (or such other person as may be specified for such purpose in a notice given by SRT to the Director) specifically acknowledging that it constitutes a waiver of a particular breach or default by the other shall constitute a waiver by a party of such breach or default. No such document shall waive a failure to fully comply with any term or condition of this Agreement not specifically referenced therein, irrespective of any knowledge any officer or employee of a party may have of such breach, default, or noncompliance. A party's failure to insist upon full performance of any provision of this Agreement shall not be deemed to constitute consent to or acceptance of such incomplete performance in the future.

32. BINDING EFFECT.

The provisions, covenants and conditions contained in this Agreement are binding upon the parties hereto and their legal successors and assigns.

33. REMEDIES CUMULATIVE.

The rights under this Agreement are cumulative; the failure to exercise promptly any right recognized hereunder shall not operate to forfeit any such right. The use of one remedy shall not be taken to exclude or waive the right to use another.

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STATE OF WASHINGTON - KING COUNTY

67810
City of Seattle,City Clerk

—ss.

No.

Affidavit of Publication

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on April 29, 1996, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 118109

AN ORDINANCE relating to Seattle Center; authorizing execution of a revised Premises Use and Occupancy Agreement and a Construction Agreement with the Seattle Repertory Theatre, and establishing a Bagley Wright Theatre Maintenance, Repair, and Replacement Sub-fund in the Seattle Center Operating Fund.

ORDINANCE NO. 118110

AN ORDINANCE relating to the Department of Administrative Services; authorizing the acquisition by an agreement in lieu of condemnation of real property commonly known as 2203 Airport Way South in the City of Seattle, for general municipal purpo

ORDINANCE NO. 118111

AN ORDINANCE relating to the Department of Parks and Recreation, authorizing the Superintendent to enter into a five (5) year lease agreement with the University of Washington on a portion of the University of Washington's West Seattle Laboratories site for public park and playground purposes.

ORDINANCE NO. 118112

AN ORDINANCE relating to the Downtown Concert Hall Project; authorizing amendments of the Master Agreement and the Construction Agreement with the Seattle Symphony Orchestra regarding such project.

ORDINANCE NO. 118113

AN ORDINANCE relating to the Downtown Concert Hall Project; appropriating funds for, and authorizing the Executive to issue a Notice to proceed with, said Project.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of official publication in the Daily Journal of Commerce, Seattle, May 9, 1996. 5/9(67810)

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CTOT:118109-113

was published on

05/09/96

The amount of the fee charged for the foregoing publication is the sum of $, which amount has been paid in full.

Subscribed and sworn to before me on

05/09/96

Notary Public for the State of Washington, residing in Seattle

Affidavit of Publication

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